



Amendment No.3  
to  
Contract No. NA150000070  
For  
Management of Caswell Tennis Center  
Between  
Lea Sauls, dba  
Texas Tennis Consultants LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 15, 2021 to May 14, 2024. Zero options remain.
- 2.0 The total contract amount is increased by \$153,000.00 for this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/15/2015 – 05/14/2018	\$117,000.00	\$117,000.00
Amendment No. 1: Amend Paragraph 2.1.1.2 05/15/2015 – 05/14/2018	\$0.00	\$117,000.00
Amendment No. 2: Option 1 – Administrative increase \$36,000.00 36 months option 05/15/2018 – 05/14/2021	\$153,000.00	\$270,000.00
Amendment No. 3: Option 2 – Extension 05/15/2021 – 05/14/2024	\$153,000.00	\$423,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Lea M Sauls 4/17/21  
Printed Name: LEA M SAULS  
Authorized Representative

Sign/Date: Cindy Reyes  
Digitally signed by Cindy Reyes  
Date: 2021.04.30 07:30:42 -05'00'  
Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office

Lea Sauls, dba  
Texas Tennis Consultants LLC.  
8200 Neely Dr. 112  
Austin, Texas 78759



Amendment No.2  
to  
Contract No. NA150000070  
For  
Management of Caswell Tennis Center  
Between  
Lea Sauls, dba  
Texas Tennis Consultants LLC  
and the  
City of Austin

1.0 The City hereby amends the above referenced contract with the following:

1.1 To increase available funding administratively in an amount not to exceed \$36,000.00.

1.2 Delete Paragraph 3.1.1 of the Contract document in its entirety and replace with the following:

3.1.1 The City will pay the Contractor \$3,000 each month for the fulfillment of obligations under this Contract ("Management Fee"). For any partial months, the City will pay a pro-rated Management Fee. As described in Section 2.1.13, the Contractor may be eligible to receive a Productivity Award up to \$15,000 each Contract Year in addition to the Management Fee.

2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective May 15, 2018 to May 14, 2021. One 36 Month extension option remain.

3.0 The total contract amount is increased by \$153,000.00 for this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/15/15 – 05/14/18	\$117,000.00	\$117,000.00
Amendment No. 1: Amend Paragraph 2.1.1.2 05/15/15 – 05/14/18	\$0.00	\$117,000.00
Amendment No. 2: Option 1 – Administrative increase \$36,000.00 36 months option 05/15/18 – 05/14/21	\$153,000.00	\$270,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

*Lea M. Sauls*

4/27/2014

Sign/Date:

*Matthew Duree*

Printed Name: LEA M. SAULS  
Authorized Representative

Matthew Duree, Procurement Manager  
City of Austin  
Purchasing Office

Lea Sauls, dba  
Texas Tennis Consultants LLC.  
8200 Neely Dr. 112  
Austin, Texas 78759



Amendment No. 1  
to  
Contract MA 8600 NA150000070  
for  
Management of Caswell Tennis Center  
Between  
Texas Tennis Consultants, LLC  
and the  
City of Austin

1.0 The above referenced Contract is hereby amended as follows:

1.1 Paragraph 2.1.4.5 of the Contract is deleted and replaced with:

The Contractor shall make a maximum of three tennis courts available for lessons and/or clinics after 6:00 p.m. until closing.

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

Signature: \_\_\_\_\_

Printed Name: Sandy Brandt  
City of Austin

Date

4-22-16

Signature: \_\_\_\_\_

Printed Name: LEA M. SAULS  
Authorized Representative

Date

4-15-2016



**Financial and Administrative Service Department  
Purchasing Office**  
124 W. 8<sup>th</sup> St., Austin, Texas, 78701

April 10, 2015

Texas Tennis Consultants, LLC  
Attn: Lea Sauls  
8200 Neely Drive #112  
Austin, TX 78759

Dear Lea:

The Austin City Council approved the execution of a contract with your company for Management of the Caswell Tennis Center in accordance with the referenced solicitation.

Responsible Department:	PARD
Department Contact Person:	Lonnie Lyman
Department Contact Email Address:	Lonnie.Lyman@austintexas.gov
Department Contact Telephone:	512-974-3921
Project Name:	Caswell Tennis Center Management Services
Contractor Name:	Texas Tennis Consultants, LLC
Contract Number:	MA 8600 NA150000070
Contract Period:	5/15/2015 - 5/14/2018
Dollar Amount	\$117,000.00
Extension Options:	Two 36-month extension options
Requisition Number:	RQM 8600 14100900013
Solicitation Number:	RFP TVN0047
Agenda Item Number:	9
Council Approval Date:	4/2/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Lonnie Lyman, Contract Manager at 512-974-3921.

Sincerely,

Terry Nicholson  
Senior Buyer Specialist  
Purchasing Office  
Financial and Administrative Service Department

cc: L. Lyman, PARD  
S. Brandt, FSD



**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Texas Tennis Consultants, LLC  
For  
Management of Caswell Tennis Center**

This Contract for the management of Caswell Tennis Center, is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Texas Tennis Consultants, LLC ("Contractor"), having offices at 8200 Neely Drive #112, Austin, Texas, 78759.

The City issued a request for proposals, RFP TVN0047 ("RFP"), from firms or individuals qualified and experienced in tennis facility management, to manage operations at Caswell Tennis Center. The City recommended award of the Contract to Texas Tennis Consultants, LLC based on the vision and professional capabilities demonstrated in response to the RFP ("Proposal", attached as Exhibit A). The Contractor's vision for Caswell Tennis Center is to create an open, positive and inviting atmosphere; offer opportunities for a wide audience to play tennis; and grow the game of tennis in the City of Austin.

Caswell Tennis Center is located at 2312 Shoal Creek Blvd., Austin, Texas 78705, and includes eight tennis courts and one backboard. The pro shop contains approximately 400 square feet of retail floor and wall space. Additional features include restrooms for men and women; storage area under bleachers; manager's office; and an additional small room. On-street parking is available on a first-come, first-served basis.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** The City grants the Contractor the exclusive right to conduct tennis-related activities at Caswell Tennis Center. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall manage operations at Caswell Tennis Center (the "Facility"), a City of Austin tennis facility. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for managing the Center as set forth in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports and deliverables.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Lea Sauls, Phone: (512) 567-0563, Email Address: leasauls@yahoo.com. The City's Contract Manager for the engagement shall be Lonnie Lyman, Phone: (512) 974-3921, Email Address: [Lonnie.Lyman@austintexas.gov](mailto:Lonnie.Lyman@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City's Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

## SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely perform the activities described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

The Contractor shall operate and manage the Facility in a manner consistent with its use as a tennis facility and in accordance with the Operating Policies for Municipal Tennis Centers ("Tennis Policies"). The City's current Tennis Policies, reviewed November 16, 2014, are included as Exhibit B of this Contract. The City reserves the right to revise the Tennis Policies as needed. In the event that revisions are made, the City will notify the Contractor in writing no later than 30 days prior to the effective date of revised Tennis Policies and will provide revised Tennis Policies electronically to the Contractor. The Contractor shall adhere to any and all revisions of the Tennis Policies upon written notification of revisions from the City's Contract Manager, unless other arrangements are mutually agreed upon in writing by the Contractor and City's Contract Manager.

2.1.1 **Programming and Services.** The Contractor shall submit to the City's Contract Manager, a list of all programming and services offered at the Facility and their associated fees. The Contractor shall not offer any programming or services, or change its fees without the prior written approval of the City's Contract Manager.

Fees should be consistent with industry standards and/or tennis facilities in the area; fee increases may not exceed 10% of the Contractor's prior year fees.

2.1.1.1 **Programming.** The Contractor shall offer tennis and/or tennis-related programming at the Facility. Programming may include but is not limited to group lessons or clinics; private lessons; leagues; cardio tennis workout; drop-in programs; tournaments; camps; junior programming; senior programming; and mixers. Through its programming, the Contractor shall make reasonable efforts to maximize the utilization of Facility courts during hours of operation, and the Contractor shall make programming available for diverse skill levels, ages, and populations. The Contractor shall modify programming to meet customer needs, the City's needs, and/or as demand dictates.

2.1.1.2 **Services.** The Contractor shall provide tennis and/or tennis-related services at the Facility. Services may include but are not limited to racquet stringing; ball machine rental; tennis equipment, attire or other accessories or merchandise; food, beverages, or other concessions; Find a Partner; Find a Game; and tournament organizing.

2.1.2 **Customer Service.** The Contractor shall conduct customer service and sensitivity training for staff and any new hires and will create an open, positive and inviting atmosphere that provides opportunities for new players and opportunities for growing the game of tennis. The Contractor shall conduct quarterly customer service surveys and provide survey results to the City's Contract Manager at quarterly evaluation meetings as described in Section 2.1.12.2. The Contractor shall maintain written procedures for resolving customer complaints, which are subject to the approval of the City's Contract Manager.

2.1.3 **Marketing, Advertising, and Promotional Activities.** The Contractor, at its sole expense, shall make reasonable efforts to market, advertise, and promote the Facility in order to maximize its utilization. The Contractor shall create and maintain a website to promote and communicate Facility activities and/or other tennis-related information with the community. Prior to implementing any marketing, advertising, and/or promotional activities, the Contractor shall submit a marketing, advertising, and promotional plan to the City's Contract Manager for approval. Upon Contract expiration or termination, the Contractor shall remove business venture signage.

2.1.4 **Facility Management.**

2.1.4.1 The Contractor shall manage court usage, court reservations, and payment of court fees at the Facility according to the Tennis Policies.

2.1.4.2 The Contractor shall, at minimum, maintain the hours of operation stated in the Tennis Policies. The Contractor may operate the Facility outside of the hours stated in the Tennis Policies with prior written approval from the City's Contract Manager.

2.1.4.3 The Contractor shall charge court fees in accordance with the Tennis Policies.

2.1.4.4 The Contractor shall make a maximum of four tennis courts available for lessons and/or clinics weekdays from opening to 6:00 p.m.

2.1.4.5 The Contractor shall make a maximum of two tennis courts available for lessons and/or clinics after 6:00 p.m. until closing.

2.1.4.6 The Contractor shall offer patrons a user-friendly online court reservation system no later than August 1, 2015.

2.1.4.7 The Contractor shall ensure that operating hours, programming, services, and fees are posted in a conspicuous location.

2.1.4.8 The Contractor shall provide all equipment necessary for the operation of the pro shop.

2.1.4.9 The Contractor shall utilize a computerized cash register system in accordance with Section 2.1.11.4.

2.1.4.10 The Contractor shall be responsible for any and all debts incurred by the operation of the Facility.

2.1.4.11 The Contractor shall allow no liens to be filed against City property.

2.1.4.12 The Contractor shall report to the City's Contract Manager via email, any incidents or injuries involving Facility patrons within no later than 24 hours after occurrence of the incident or injury. Reporting of incidents or injuries shall adhere to the City of Austin Parks and Recreation Department's Forms S-0011 or S-0012 in Exhibit C.

2.1.4.13 The City will provide the Contractor with four parking hang tags, which allow for the parking of vehicles at the Facility without the two-hour restriction.

2.1.5 **Facility Improvements.** Improvements to the Facility will be at the sole expense of the Contractor, and the Contractor shall not make any Facility improvements without the prior written approval of the City's Contract Manager. At the City's request, the Contractor shall submit a Facility Improvement Plan, describing the type of improvements to be made, and start and end dates for the improvements.

The Contractor shall have the right to remove any personal property from the Facility upon the expiration of the Contract. Any and all fixtures located at the Facility shall remain the property of the City. The term "fixture," means goods that have become so related to particular real property that an interest in them arises under Texas real property law; and the term "personal property," means any type of property that is not real property or a fixture. The City reserves the right to require the Contractor to restore the Facility to its original condition at the Contractor's expense.

2.1.6 **Facility Maintenance and Repairs.** The Contractor shall maintain clean and free of debris, the fenced-in area and area within 20 feet of the Facility.

2.1.6.1 The Contractor shall conduct custodial duties to present a clean appearance of the Facility. The Contractor shall provide all custodial services and supplies for the Facility. The Contractor shall utilize green or sustainable cleaning products in the sanitation of the restrooms and common areas.

2.1.6.2 The Contractor shall promote environmental stewardship by developing and maintaining a recycling program.

2.1.6.3 The Contractor shall maintain the tennis courts and Facility in good repair.

2.1.6.4 The Contractor shall notify the City's Contract Manager of needed repairs or replacement of City equipment beyond routine maintenance within five business days of discovery. The City will provide trash and recycling pick up services and court trash receptacles. The City will make repairs to the lights, building, courts and fences. The City will, at the reasonable request of the Contractor, provide the replacement and repair of court nets, windscreens and divider netting.

2.1.7 **Facility Transition.**

2.1.7.1 On the Effective Date of this Contract, the Contractor shall meet the City's Contract Manager at the Facility at a time mutually agreed upon by both parties. The Contractor and City's Contract Manager will conduct a walk-through of the Facility. The City's Contract Manager will document any needed repairs, and the City will complete the repairs. On the Effective Date, the City's Contract Manager will provide the Contractor with a key to the Facility; instructions on operating the security system; and instructions on making bank deposits. The City's Contract Manager will also furnish the Contractor with any necessary documents for bank deposits and reporting.

2.1.7.2 The Contractor shall, no later than 8:00 a.m. on May 20, 2015, allow patrons to reserve, use, and pay for tennis courts. Start dates for Programming and Services; and Marketing, Advertising, and Other Promotional Activities will be determined upon mutual written agreement between the City and the Contractor. As stated in Section 2.1.4.6, the Contractor shall ensure that an online court reservation is functional no later than August 1, 2015.

2.1.8 **Regulatory.** The Contractor shall fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Facility. The Contractor shall secure any and all licenses, clearances, permits and other certificates necessary to operate the Facility as may be required for Contractor's lawful operation, use, possession and occupancy of the Facility. The Contractor shall pay the cost of all license and registration fees and renewals thereof. The Contractor shall display all permits in a conspicuous location at the Facility.

2.1.9 **Health, Safety, and Security.**

2.1.9.1 The Contract Manager shall be certified for CPR (Cardiopulmonary Resuscitation), First Aid and AED (Automated External Defibrillator) training no later than 30 days after the Effective Date. The Contract Manager shall maintain such certification throughout the Contract term and shall provide proof of certification upon the request of the City's Contract Manager.

2.1.9.2 The Contractor shall provide automated external defibrillator AED training for all staff and provide training verification to the City's Contract Manager upon request.

2.1.9.3 The Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on-hand.

2.1.9.4 The City will provide security service for the building only.

2.1.10 **Utilities.** The City will pay all utilities (water/waste water, electricity, gas, telephone). The City will provide two telephone lines for the Contractor to conduct business. The Contractor may add telephone or computer lines at its sole expense.

2.1.11 **Court Fee Deposits and Recordkeeping.**

2.1.11.1 The Contractor shall establish and maintain fees collected at the Facility in a separate bank account controlled by the Contractor ("Contractor's Account"). The Contractor shall make weekly deposits of court fees into the City's bank account ("City's Account"). The Contractor shall be liable to the City for all court fees collected until such funds are deposited into the City's Account. The Contractor shall provide to the City's Contract Manager, bank receipts of deposits; a record of court rentals; and cash register reports on a weekly basis. At the City's request, the



Contractor may be required to make additional deposits and submit additional reports related to fees collected at the Facility.

The City will provide deposit slips for Contractor to deposit all court fees into the City's Account.

2.1.11.2 The Contractor shall maintain a written cash handling policy, which is subject to the approval of the City's Contract Manager.

2.1.11.3 The Contractor shall keep and maintain complete and accurate books and records necessary for the fulfillment of Contractor's obligations under this Contract in accordance with generally accepted accounting principles (GAAP) consistently applied and in a form satisfactory to the City throughout the Contract term and for four years after expiration or earlier termination of the Contract. The Contractor shall keep and maintain books and records in sufficient detail to fully and properly document and account for all transactions which relate to the amounts reported to the City.

2.1.11.4 The Contractor shall install a computerized cash register system, which shall record all sales or service transactions by category with all data necessary to provide the City with the information required in this Contract. The computerized cash register system must be equipped with tapes, or similar records, upon which transaction details are imprinted. Beginning and ending sales totalizer counter readings shall be recorded at least once every 24 hours or as frequently as the proprietary system will allow. Additionally, the computerized cash register system must be capable of proving, in a manner satisfactory to the City, that all transactions are recorded.

2.1.11.5 The Contractor shall provide to the City's Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to Facility income for each year; and/or quarterly sales tax reports no later than 10 business days after written request by the City.

2.1.12 **Evaluations.** The City will conduct quarterly and annual evaluations of the Contractor's performance. Annual and quarterly time periods are based on the "Contract Year", which begins on May 15 and ends on May 14 of the subsequent year.

The City will evaluate the Contractor's performance based on four categories: revenue, customer service, maximizing court usage, and programming. The Contractor will receive a "pass" /"fail" rating in each of the four categories.

Should the Contractor receive a "fail" rating in one or more categories, the Contractor may be offered the opportunity to make corrections at the discretion of the City's Contract Manager. The Contractor shall make corrections within 30 calendar days after the evaluation is completed. The Contractor shall provide a summary of corrective actions taken; for any corrections that could not be completed, the Contractor shall document reasons for incomplete action in the summary. The City's Contractor Manager, at his discretion, may change the rating from "fail" to "pass".

2.1.12.1 **Revenue.** The City will review the Contractor's court fee revenue against a revenue target set forth by the City based on historic court usage at the Facility. To achieve a "pass" rating in this category, the Contractor must meet or exceed the revenue target. The City will establish quarterly revenue targets in November of each year. The annual revenue target ("Annual Target") is \$65,000.

2.1.12.2 **Customer Service.** The Contractor shall provide the City's Contract Manager with customer service surveys, copies of any completed surveys, and social media reviews at evaluation meetings. If the City determines that the Contractor has demonstrated reasonable efforts to solicit customer feedback and/or complaints and has demonstrated reasonable efforts to respond satisfactorily to customer feedback and/or complaints, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.1.12.3 **Maximizing court usage.** The Contractor shall provide the City's Contract Manager with daily court reservation sheets and documented efforts and/or plans for filling underutilized court times at evaluation meetings. If the City determines that the Contractor meets or exceeds historical

court usage, and the Contractor has made reasonable efforts to fill underutilized court times, the City's Contract Manager will award the Contractor a "pass" rating in this category.

**2.1.12.4 Programming.** At evaluation meetings, the Contractor shall provide the City's Contract Manager with documentation on the types/levels and times of programs offered at the Facility; number of participants; responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties, such as local associations, groups or schools; flyers; or other programming information. If the City determines that the Contractor has made reasonable efforts to make programming available for diverse skill levels, ages, and populations and meet the needs of the community, the City's Contract Manager will award the Contractor a "pass" rating in this category.

**2.1.13 Productivity Award.** The Contractor is eligible to receive a Productivity Award at the end of each Contract Year if, in the annual evaluation, the Contractor has received a "pass" rating in all four categories described in Section 2.1.12. The dollar amount of the Productivity Award is based on court fee revenue and will not exceed \$15,000 annually.

The Productivity Award will be half of annual court revenue minus the Annual Target of \$65,000.

*Scenario 1:* For the purposes of clarification only, if annual court fee revenue is \$75,000, then  $(75,000 - 65,000) \times 50\% = (10,000) \times 50\% = \$5,000$ . Therefore, the Productivity Award is \$5,000.

*Scenario 2:* For the purposes of clarification only, if annual court fee revenue is \$100,000, then  $(100,000 - 65,000) \times 50\% = (35,000) \times 50\% = 17,500$ . The Productivity Award will not exceed \$15,000 annually; therefore, the Productivity Award in this scenario is \$15,000.

**2.1.14 Prohibited Activities.**

2.1.14.1 Non-tennis activities at the Facility are prohibited without prior written approval of the City's Contract Manager.

2.1.14.2 The Contractor shall not install any amusement devices at the Facility without the prior written approval of the City's Contract Manager.

2.1.14.3 Smoking is prohibited at the Facility. The Contractor shall post no smoking signs and enforce the no smoking policy throughout the Facility.

2.1.14.4 The Contractor may not use, nor allow any part of the Facility to be used for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Facility.

2.1.14.5 The Contractor shall not allow any of the following: defacing of the Facility; undue loitering; objectionable language; or outside storage on the property without prior approval from the City's Contract Manager.

**2.1.15 Deliverables.**

Key deliverables to be provided by the Contractor include:

Deliverable	Timeline (completion date or frequency)	Acceptance Criteria	Contract Reference
Menu of programming and services (including fees) offered at the Facility.	30 days after Effective Date; and November 1 of each year thereafter.	Written approval	2.1.1
Marketing, Advertising, and	August 1, 2015; and	Written approval	2.1.3

Promotional Plan	as needed.		
Facility Improvement Plan	August 1, 2015; and as needed.	Written approval	2.1.5
Online court reservation system	August 1, 2015	Written approval	2.1.4.6
Incident reports	24 hours after incident	Written approval	2.1.4.11
Facility Improvement Plan	Upon request	Written approval	2.1.5
Repair or equipment replacement request	Five days of discovery	Written approval	2.1.6.4
Open for business	May 20, 2015	Contractor is able to accept court reservations and payment; patrons can use courts	2.1.7.2
Contract Manager's certification for CPR, First Aid and AED training.	30 days after Contract Effective Date	Copy of certification	2.1.9.1
IRS Form 1040, Schedule C	10 days after written request	Written approval	2.1.11.5
Deposit of court fees into City's Account; bank receipts of deposits; record of court rentals; cash register reports	Weekly	Written approval	2.1.12
Customer service surveys, social media reviews and documented efforts to respond and/or resolve customer feedback and/or complaints.	Evaluation meetings	"Pass" rating in evaluation form	2.1.12.2
Daily court reservation sheets and documented efforts and/or plans for filling underutilized court times.	Evaluation meetings	"Pass" rating in evaluation form	2.1.12.3
Documentation on the types/levels and times of programs offered; number of participants; responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties; or other programming information.	Evaluation meetings	"Pass" rating in evaluation form	2.1.12.4
Submission of NAD and FAST forms; completion of fingerprinting.	Prior to first day of work at Facility	Written notification from the City of successful CBI	7.2.5

### SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$117,000 for all fees and expenses for the initial 36 month term, with two 36 month extension options in an amount not to exceed \$117,000 per extension option, for a total Contract amount not to exceed \$351,000.

3.1.1 The City will pay the Contractor \$2,000 each month for the fulfillment of obligations under this Contract ("Management Fee"). For any partial months, the City will pay a pro-rated Management Fee. As

described in Section 2.1.13, the Contractor may be eligible to receive a Productivity Award up to \$15,000 each Contract Year in addition to the Management Fee.

- 3.2 **Price Adjustments.** In recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor no later than 90 days prior to the expiration of the initial term of the Contract. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the Effective Date and the most recent, non-preliminary data at the time the price adjustment is requested. Adjustment of the Productivity Award will be at the sole discretion of the City.

3.2.2 **Effective Date of Price Adjustment.** Approved price adjustments will go into effect on the first day of the upcoming renewal period and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party no later than 90 days prior to the expiration of the initial Contract term; adjustments may only be considered at that time. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs.

- 3.2.4.2 **Adjustment-Request Review.** Each adjustment request received will be reviewed and compared to changes in the U.S. Bureau of Labor Statistics' Producer Price Index, Industry Data, Series ID: 713940 Fitness and Recreational Sports Centers.

3.3 **Invoices.**

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor.

3.3.2 Invoices shall be emailed to the City's Contract Manager.

3.3.3 The Contractor may invoice the City for the Management Fee on the 20<sup>th</sup> of each month, beginning May 20, 2015.

3.3.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or offset the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third-party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;



3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

### 3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Effective Date of this Contract will be May 15, 2015. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to two additional 36 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address no later than the Effective Date and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**



5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

#### 5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

## SECTION 6. WARRANTIES

#### 6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any

firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2.4 The City reserves the right to require Contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.

7.2.5 *Criminal Background Investigation (CBI)*. The Contractor shall ensure that all individuals performing in a CBI-sensitive position at the Facility have received a successful CBI rating. CBI-sensitive positions are defined as those that are directly or indirectly working or in contact with vulnerable populations, which include children, the disabled, and the elderly; and/or those with financial responsibilities, where such duties are performed more than two times in a 30 day period. A rating for which all criteria reveal no relevant adverse offenses within the specified scale and scope pertinent to the position is considered by the City to be a "successful CBI".

The Contractor shall not allow any individual to begin work at the Facility until they have received a successful CBI rating by the City.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

## 7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all

records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices



delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Sandy Brandt, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Texas Tennis Consultants, LLC

ATTN: Lea Sauls, Contract Manager

8200 Neely Drive #112

Austin, TX 78759

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**7.11 Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**7.12 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7.13 Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.14 Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**7.22 Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. The Facility will be open for business according to the

schedule in the Tennis Policies, and any deviations from the schedule set forth in the Tennis Policies are subject to the prior written approval of the City's Contract Manager.

**7.26 Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**7.27 Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**7.28 Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TEXAS TENNIS CONSULTANTS, LLC

By:   
 Signature

Name: LEA M SAULS  
 Printed Name

Title: \_\_\_\_\_

Date: 4/7/2015

CITY OF AUSTIN

By:   
 Signature

Name: Terry Nicholson  
 Printed Name

Title: Sr. Buyer Spec.

Date: 4/10/15

**List of Exhibits**

Exhibit A	Texas Tennis Consultant, LLC's proposal dated December 8, 2014
Exhibit B	Operating Policies for Municipal Tennis Centers
Exhibit C	Incident Report
Exhibit D	NAD Form
Exhibit E	FAST Form
Exhibit F	Non-Discrimination Certification

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Texas Tennis Consultants, LLC  
Company Address: 8200 Neely Dr. No 112  
City, State, Zip: Austin, TX 78759  
Federal Tax ID No. [REDACTED]  
Printed Name of Officer or Authorized Representative: Lea Sauls  
Title: Owner  
Signature of Officer or Authorized Representative: [Signature]  
Date: 12/08/2014  
Email Address: Leasauls@yahoo.com  
Phone Number: 512 567-0563

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

RECEIVED  
2014 DEC 8 AM 9 01  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- 3. **TERM OF CONTRACT:**
  - A. The Contract shall be in effect for an initial term of Thirty Six (36) months and may be extended thereafter for up to two additional 36-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- 4. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
  - A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

5. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
  - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

\_\_\_\_\_  
Lonnie Lyman

\_\_\_\_\_  
Phone: 512-974-3921

\_\_\_\_\_  
Email: Lonnie.lyman@austintexas.gov

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

Request for Proposal (RFP): TVN0047 ADDENDUM NO. 3 DATE OF ADDENDUM: December 4, 2014

This addendum is to incorporate changes to the above referenced solicitation:

**I. Questions:**

- Q5:** Part VII- Financial Viability requires a bidder to "provide a copy of the last 2 years of your organization's audited financial statements." Independent tennis professionals often do business as an individual rather than as a separate business entity and may not have "audited financial statements." What type of financial documents for such an individual: 2 years of federal tax returns, current bank statements, and/or current credit report?
- A5:** Personal returns will suffice for the submission requirements. However, the City reserves the right to require additional information if necessary.
- Q6:** Concerning auto insurance, I'd like to confirm what I think I heard at the meeting; would personal auto insurance be acceptable since there would be no need for "company business" travel to operate the Center?
- A6:** Personal auto insurance is acceptable for vendors that do not own or operate fleet vehicles for purposes of the initial submission. However, the City reserves the right to require additional information if necessary.

**All other terms and conditions remain the same.**

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced Solicitation.

**APPROVED BY:**

  
Terry Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

**ACKNOWLEDGED BY:**

TEXAS TENNIS CONSULTANTS  2/18/2016  
SUPPLIER AUTHORIZED SIGNATURE DATE

**RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.**



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

Request for Proposal (RFP): **TVN0047** ADDENDUM NO. **2** DATE OF ADDENDUM: **November 20, 2014**

This addendum is to incorporate changes to the above referenced solicitation:

**I. Clarifications:**

1. **Attachment 1 is included in the solicitation documents and should be referenced in the Bid Package Documents on page 2.**

**II. Questions:**

**Q1:** Section 5.0 of the 0500 Scope of Work states that the contractor will make a minimum of 4 courts available for lessons and clinics during weekday non-prime time and a minimum of 2 courts available for lessons and clinics during weekday prime time. Is this correct?

**A1:** **This is not correct. Section 5.0 should read:**

**"5.1 Contractor shall make a maximum of four (4) tennis courts available for lessons and/or clinics weekdays from opening to 6:00 PM.**

**5.2 Contractor shall make a maximum of two (2) tennis courts available for lessons and/or clinics after 6:00 PM until close."**

**Q2:** Section 9.4 of the 0500 Scope of Work mentions the city will pay a monthly management fee. How much is this fee? Is it a fixed amount or is this something we should propose as part of our bid?

**A2:** **This management fee should be included as part of your bid based on your business plan.**

**Q3:** Please provide the Caswell Tennis Center court fee revenues for the last ten years.

**A3:** **Court Fee Revenues for Caswell Tennis Center are listed below. These revenues are reported to and approved by City Council.**

Year	Revenue
2004	\$69,056.00
2005	\$66,378.00
2006	\$83,422.00
2007	\$68,431.75
2008	\$60,597.25
2009	\$102,016.00
2010	\$81,026.25
2011	\$86,162.75
2012	\$80,468.00
2013	\$70,987.00
2014	\$82,751.25

**Q4:** For the online court reservation system (Section 4.23) are there any specific expectations in terms of features or functionality that the City is looking for?

**A4:** Required Features are:

- No indirect cost to player. May require a credit card that will not be charged until time of reservation
- Reservation confirmations sent to players
- Online payments accepted
- Printable court sheets
- Captures zip codes, emails, and phone numbers of players
- Totals fees collected for a given period must be captured
- Ability to block out courts for events or advanced reservations

Recommended Features are:

- Fees noted at the time of reservation based on time of day, day of the week, or non-resident
- Smart phone application for mobile reservations


**III. Additional Information:**

1. The Pre-Bid sign in log is attached.

**All other terms and conditions remain the same.**

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

**APPROVED BY:**

  
Sandy Wirtanen, Buyer II  
Purchasing Office, 512-974-7711

**ACKNOWLEDGED BY:**

<u>TEXAS TENNIS CONSULTANTS</u>	<u></u>	<u>2/18/2016</u>
SUPPLIER	AUTHORIZED SIGNATURE	DATE

**RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP TVN0047  
November 19/2014**

**Addendum No: 1**

**Date of Addendum:**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Add Contact:** For purposes of this solicitation the following individual has been added as an Authorized Contact for contractual and technical issues:

Authorized Contact: Sandy Wirtanen  
Buyer II  
512-974-7711  
Sandy.Wirtanen@austintexas.gov

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Terry V. Nicholson, Sr. Buyer Specialist  
Purchasing Office, 512-974-2995

11/19/2014

ACKNOWLEDGED BY:

TEXAS TENNIS CONSULTING  2/19/2016  
Name Authorized Signature Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

Revised 8/4/2014

**CITY OF AUSTIN  
PURCHASING OFFICE  
SOLICITATION NO. RFP TVN0047**

**SCOPE OF WORK**

**Description: MANAGEMENT, MAINTENANCE AND OPERATION OF CASWELL TENNIS CENTER**

**1.0 Purpose:**

The City of Austin, hereinafter referred to as the City, through its Parks and Recreation Department (PARC), seeks proposals from firms or individuals qualified and experienced in tennis facility management, to manage operations at the Caswell Tennis Center, a Parks and Recreation facility, located at 2312 Shoal Creek Boulevard, Austin, Texas.

**2.0 Background:**

The Caswell Tennis Center was built in 1946 through bond funding along with additional donations from local sports enthusiast and parks builder, W. T. Caswell and is the oldest operating tennis facility in Texas.

Located at 2312 Shoal Creek Blvd, Austin, TX 78705, the facility includes eight lighted courts and one lighted backboard. The Pro Shop contains approximately four hundred (400) square feet of retail floor and wall space. The Contractor shall have use of four (4) designated parking spaces for staff. On-street parking is available on first-come, first-served basis. No additional parking is available for staff or patrons.

Also included in the facility are the following features:

- restrooms for men and women
- storage area under bleachers
- manager's office and
- an additional small room

**3.0 Contractor Qualifications:**

- 3.1 The Contractor shall have a minimum of five (5) years of experience in tennis facility management services or equivalent retail facility managerial/programming experience.
- 3.2 The Contractor shall have and maintain certifications for CPR (Cardiopulmonary Resuscitation), First Aid and AED (Automated External Defibrillator) training.

**4.0 Contractor Responsibilities:**

- 4.1 Contractor shall have the exclusive right to conduct tennis-related activities/lessons and the resulting revenue minus court fees at the facility. Any increase in fees for these services are subject to approval of the City's Contract Manager and not to exceed ten percent (10%) a year. These services include but are not limited to:
- 4.1.1 Private or group lessons (City's court fees will apply)
- 4.1.2 Leagues (City's court fees will apply)
- 4.1.3 Tournament scheduling or planning services (City's court fees will apply)
- 4.2 Contractor shall post all programming fees.
- 4.3 Contractor shall operate and manage the facility in a manner consistent with the use of the facilities as a tennis center and City of Austin Tennis Operating Policies (See Attachment "1"). The City reserves the right to make periodic adjustments to the Operating Policies and the Contractor shall adhere to these changes.
- 4.4 Contractor shall provide services or merchandise that directly promotes the use of the facilities as a tennis center. No non-tennis activities will be allowed at the facility without prior written approval of the City's Contract Manager.
- 4.5 Contractor shall not install any amusement devices in the Center without the prior written approval of the City's Contract Manager.

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- 4.6 Contractor shall open the Tennis Facility for business daily, except Thanksgiving and Christmas Day (see Attachment 1). Any other scheduling changes will require prior approval from the City's Contract Manager.
- 4.7 Contractor shall hire and train qualified staff. The training, supervision and expense of this staff shall be the responsibility of the Contractor.
- 4.8 Contractor shall maintain (clean and free of debris) the fenced-in area and area within twenty (20) feet of the facility.
- 4.9 Contractor shall provide all custodial services and supplies for the facility. Contractor shall utilize green, or sustainable, cleaning products in the sanitation of the restrooms and common areas.
- 4.10 Contractor shall conduct daily custodial duties, including but not limited to the following:
  - 4.10.1 Clean all counter tops and tables
  - 4.10.2 Vacuum/mop all floors designated for business
  - 4.10.3 Empty trash and recycling receptacles in building and on courts
  - 4.10.4 Remove all waste from site to trash containers at street
  - 4.10.5 Clean and sanitize restrooms
  - 4.10.6 Grounds must be free of litter
  - 4.10.7 Clean and organize storeroom
  - 4.10.8 Clean trash and recycling receptacles as needed

The aforementioned duties shall be performed as scheduled and repeated at more frequent intervals should weather, use and litter make such repetition necessary to present a clean appearance.
- 4.11 Contractor shall conduct routine maintenance including, but not limited to the following:
  - 4.11.1 Replacement / Repair of court nets, windscreens and divider netting.
- 4.12 Contractor shall maintain the tennis courts and facilities in good repair
- 4.13 Contractor shall notify the Contract Manager of needed repairs or replacement of City equipment of facility maintenance beyond routine maintenance within five (5) business days of discovery.
- 4.14 Contractor shall provide a written report to the City's Contract Manager of any needed repairs or suggested alterations or improvements. The Contractor shall not make any structural alterations, repairs, or improvements to the premises, without prior written permission from the City's Contract Manager. Any such alterations made without permission shall be done at the expense of the Contractor. All facility improvements shall become the property of the City at the termination of this contract. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense. Contractor shall allow no liens to be filed against City property.
- 4.15 Contractor shall conduct customer service and sensitivity training for staff and any new hires and will endeavor to create an open, positive and inviting atmosphere that creates opportunities for new players and opportunities for growing the game of tennis.
- 4.16 Contractor shall maintain detailed procedures for the resolution of customer complaints to be approved by the City.
- 4.17 Contractor shall enforce applicable municipal tennis centers policies and regulations established by the City governing activities for the use of the tennis facility.
- 4.18 Contractor shall make a customer service survey available to all facility customers and provide survey results to the City's Contract Manager upon request.
- 4.19 Contractor shall provide automated external defibrillator AED training for all staff and provide training verification to the City's Contract Manager upon request.



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- 4.20 Contractor shall be responsible for any and all debts incurred by the operation of the facility.
- 4.21 Contractor shall provide all equipment necessary for the operation of the pro shop. Contractor will provide a computerized cash register system with the capabilities of providing the City with accurate accounting information for reporting.
- 4.22 Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on-hand.
- 4.23 Contractor shall provide and make available an online court reservation system.

**5.0 Programming: (Refer to Attachment 1 for hours of operation)**

- 5.1 Contractor shall make a minimum of four (4) tennis courts available for lessons and/or clinics weekdays from opening to 6:00 p.m.
- 5.2 Contractor shall make a minimum of two (2) tennis courts available for lessons and/or clinics after 6:00 p.m. until close.

**6.0 Concessions:**

- 6.1 Contractor shall have the exclusive right to provide concessions at reasonable prices and will retain all resulting revenue. Concessions may include but not limited to the following:
  - 6.1.1 Pre-packaged food and beverages (e.g., candy, chips and soft drinks)
  - 6.1.2 Tennis and/or sports related merchandise
  - 6.1.3 Customary tennis facility services (e.g., racket stringing services, ball machine rental)
  - 6.1.4 Other services as approved by the City

**7.0 Operational/Facility Requirements:**

- 7.1 Contractor shall conduct business in a manner that will reflect positively upon the Contractor and the City.
- 7.2 The Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the pro shop. All permits shall be mounted in a conspicuous location.
- 7.3 Advertising: Contractor is permitted and encouraged to engage in reasonable advertising, solicitation, and promotions for tennis related activities in an effort to realize the full potential of the facility. Any such advertising will be at the sole expense of the Contractor. Upon Contract expiration or termination the Contractor shall be responsible for removal of business venture signage at its sole expense.
- 7.4 Environmental Stewardship: Contractor shall promote environmental stewardship by developing and maintaining a recycling program.
- 7.5 Regulatory: Contractor assumes all responsibility for any and all licenses, clearances, permits and other certificates necessary to operate the tennis facility as may be required for Contractor's lawful operation, use, possession and occupancy of the facility. Contractor agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the tennis facility. Contractor shall pay the cost of all license and registration fees and renewals thereof.
- 7.6 No Smoking is allowed in the facility. Contractor shall post no smoking signs and enforce the no smoking ordinance throughout the tennis facility.

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- 7.7 Contractor may not use, nor allow any part of the facility to be used for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the facility.
- 7.8 The Contractor shall not allow any of the following:
  - 7.8.1 Any defacing of the building or buildings where physical facilities are located.
  - 7.8.2 Undue Loitering
  - 7.8.3 Objectionable language
  - 7.8.4 Outside storage on the property without prior approval from the City's Contract Manager.

**8.0 City's Responsibilities:**

- 8.1 City will pay all utilities (water/waste water, electricity, gas).
- 8.2 City will provide security service for the building only.
- 8.3 City will provide a safe environment for tennis players by keeping the facility, courts and fences in good repair.
- 8.4 City will also provide nets, windscreens, benches, and court trash receptacles.
- 8.5 City will make repairs to the lights and building.
- 8.6 City will provide two (2) telephone lines for the Contractor to conduct business. Any additional telephone or computer lines may be added at Pro Manager's expense.
- 8.7 City will provide parking hang tags for up to four (4) staff members.
- 8.8 City will provide trash and recycling pick up services.

**9.0 Fees and Recordkeeping Requirements:**

- 9.1 During the term of this agreement, the Contractor shall establish and maintain separate records and accounts from the City, including a separate bank account relating to the operation of the Tennis Facility. Records and accounts shall be subject to the examination and audit by the City, at any time.
- 9.2 The Contractor shall provide to the City's Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to facility income for each year upon request.
- 9.3 The Contractor shall submit to the City's Contract Manager a copy of their quarterly sales tax report upon request.
- 9.4 The City agrees to pay a monthly management fee, to be paid by the 20<sup>th</sup> of each month beginning the first month of contract. This management fee will be paid for the initial term of the contract. Upon satisfactory completion of the first term, the City may increase management fee based on contractor performance and fees collected for the City before exercising any further options.
- 9.5 All funds collected (City Council approved fees and facility sales/lessons) will be deposited into a separate bank account from the City's. The Contractor shall be liable to the City for all funds collected until such funds are deposited into the City's bank account. The Contractor will make weekly deposits into the City's bank account using a company/personal check. The City will provide deposit slips for Contractor to deposit all City funds.

Bank receipts of deposits and a record of court rentals, along with City required cash reports, shall be submitted to the City's Contract Manager on weekly basis throughout the term of this agreement. Additional deposits and reporting may be necessary for month or year-end closings. Contractor shall have a cash handling policy for City review and approval.

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- 9.6 The City reserves the right to conduct random inspections of the facility to ensure all provisions of the contract are being met and will submit a report of its findings to the Contractor.
- 9.7 Any infractions must be corrected within fourteen (14) days unless approved by the City's Contract Manager; such as not opening during the hours set in the policies, customer service complaints, cleanliness, and meeting fire codes, laws and regulations.
- 9.8 The City reserves the right to require Contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.
- 9.9 All Proposers will be subject to and pass a "Criminal Background Investigation Report" for a period of the last seven (7) years conducted by PARD Human Resources Department before contract will be awarded.

**10.0 Quarterly and Annual Evaluations:**

At the year-end evaluation, Contractor is eligible to receive a Productivity Award if Contractor meets requirements and meets or exceeds all evaluation factors for the year.

Productivity Award is defined as 50% of all court fee revenue generated over \$65,000. Awards granted shall not to exceed \$15,000 annually. Example: If annual revenues equal \$75,000, productivity award is calculated using the revenue after \$65,000. The revenue above \$65,000 which equates to \$10,000 will be multiplied by 50% awarding the Contractor \$ 5,000.

A Yes or No rating will be provided to the contractor based on the following criteria:

- 10.1 **Revenue:** Quarterly and Annual revenue will be reviewed against the historical averages shown below in Exhibit A and will include timely reporting of deposits made to the City. The City will use these quarterly baselines as a guideline for reporting and Quarterly Evaluations. To meet this criteria Contractor shall meet or exceed the annual revenue target.

Jan, Feb, Mar	Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Annual
\$12,000.00	\$21,000.00	\$21,000.00	\$11,000.00	\$65,000.00

- 10.2 **Customer Service:** A customer service survey shall be made available to all participants of the facility. Surveys or copies of any completed surveys shall be turned in quarterly to the City's Contract Manager. To meet this criteria Contractor shall provide documented resolutions to low scoring surveys or customer service complaints or option plans for resolving issue(s) in the future. The City's Contract Manager shall assess results from Social Media reviews and will utilize them in the customer service evaluation.
- 10.3 **Maximizing court usage:** Daily court reservation sheets shall be turned in and reviewed quarterly. To meet this criteria Contractor shall provide possible options, plans and/or solutions for filling underutilized court times.
- 10.4 **Programming:** City will review Contractor's documented efforts regarding programming to include, but not limited to, types/levels and times of programs being offered; number of participants; any partnerships with local associations, groups or schools (e.g., agreements, memorandums of understanding, flyers or programming information for the facility.) Contractor shall provide documentation regarding all efforts to offer a variety of services.
- 10.5 **Evaluation Factors:** Should Contractor not meet the criteria of any of the service areas above, Contractor may be given the opportunity to make corrections at the discretion of the City's Contract Manager. If allowed, corrections must be made within thirty (30) calendar days after the evaluation is completed. A summary of corrective actions shall be provided to the City's Contract Manager. For any corrections that could not be completed, reasons for incomplete action must be included in the summary. Acceptance of explanation is at the discretion of the City's Contract Manager.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
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**1. PROPOSAL FORMAT:**

**Proposers must submit one (1) original and one (1) exact copy on flash drive**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment. Specifically indicate:
  - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
  - ii. The technical factors that will be considered in the section above, and the depth to which each will be addressed.
  - iii. The milestones at which written, deliverable reports will be provided.
  - iv. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant experience and individual experience for personnel who will be actively engaged in the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 1995. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title if possible.
- G. **Part VII – Financial Viability:** Provide a copy of the last two (2) years of your organizations audited financial statements.
- H. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
  - i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Proposal is disqualified from further consideration except as permitted in the Ordinance.
- iii. The City requires Offerors submitting Proposal on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation).

- I. **Part VIII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.
- J. **Part IX - Proposal Acceptance Period:** All proposals must include a statement that they are valid for a minimal period of one hundred and eighty (180) days subsequent to the RFP closing date.
- K. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- L. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

2. **EXCEPTIONS:**

If any exceptions are taken to any portion of the Solicitation, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD:**

- A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The City on a rational basis will select the successful Proposer. Evaluation factors outlined in Paragraph "B" below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

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**B. Evaluation Factors:**

**i. 100 points.**

- |  |           |
|--|-----------|
| a. Business Plan                                       | 35 Points |
| b. Applicable Experience and Personnel Qualifications. | 30 Points |
| c. Financial Viability                                 | 25 Points |
| d. Local Presence                                      | 10 Points |

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**ii. Optional Interview - 25 Points**

The City may in its sole discretion, elect to conduct interviews with all or a short list of the highest evaluated, most-qualified Proposers to facilitate selecting proposal(s) and may award up to a maximum of 25 points for the interview.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Texas Tennis Consultants, Inc.					
Physical Address	8200 Neely Dr. # 112, Austin TX 78759					
Is Firm located in the Corporate City Limits? (circle one)	(Yes)		No			
In business at this location for past 5 yrs?	(Yes)		No			
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Munro/Doolen/Hicks Consulting					
Physical Address	4200 Columbine Dr, Austin, TX 78727					
Is Firm located in the Corporate City Limits? (circle one)	(Yes)		No			
In business at this location for past 5 yrs?	(Yes)		No			
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Hightech Signs					
Physical Address	1707 Hydro Dr, Austin TX 78728					
Is Firm located in the Corporate City Limits? (circle one)	(Yes)		No			
In business at this location for past 5 yrs?	(Yes)		No			
Location Type:	Headquarters	(Yes)	No	Branch	Yes	No

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Spotless Cleaning					
Physical Address	13903 Thermal Dr., Austin, TX 78728					
Is Firm located in the Corporate City Limits? (circle one)	(Yes)			No		
In business at this location for past 5 yrs?	(Yes)			No		
Location Type:	Headquarters	(Yes)	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No



**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name Texas Tennis Consultants, LLC

1. Company's Name Munro/Doolen/Hicks Consulting  
Name and Title of Contact Margaret Munro  
Present Address 4200 Columbine Dr  
City, State, Zip Code Austin, TX 78727  
Telephone Number (512) 657-1853 Fax Number ( )  
Email Address munromarg@gmail.com
  
2. Company's Name what you see Media  
Name and Title of Contact chic Bain, President  
Present Address 915 Redbud Trail  
City, State, Zip Code Austin, TX 78746  
Telephone Number (512) 750-8189 Fax Number ( )  
Email Address chic@whatyouseemedia.com
  
3. Company's Name Fromuth Tennis  
Name and Title of Contact Nancy Zinn  
Present Address 1100 Rocky Dr  
City, State, Zip Code West Long, PA 19609  
Telephone Number (800) 523-8414 Fax Number ( )  
Email Address fromuthtennis.com

4. Company's Name Tennis Express  
Name and Title of Contact Salena (Accounting)  
Present Address 10770 Westheimer  
City, State, Zip Code Houston, TX 77042  
Telephone Number (713) 435-4893 Fax Number (\_\_\_\_)  
Email Address tennisexpress.com

5. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**


Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this APRIL 7<sup>TH</sup> day of APRIL, 2015

CONTRACTOR  
Authorized  
Signature

  
LEA M. SAULS

Title

TEXAS TENNIS CONSULTANTS

**Section 0835: Non-Resident Bidder Provisions**

Company Name TEXAS TENNIS CONSULTANTS

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

***Texas Tennis Consultants, LLC***  
***Lea Sauls***  
***8200 Neely Dr. 112,***  
***Austin Texas, 78759***  
***[Leasauls@yahoo.com](mailto:Leasauls@yahoo.com)***  
***(512) 567-0563***

December 9, 2014

City Of Austin, Municipal Building  
Purchasing Office-Response Enclosed  
124 W 8<sup>th</sup> Street, Room 310  
Austin, Texas 78701

Re: Solicitation No. RFP TVN0047; due December 9, 2014, 3pm

To Whom It May Concern:

Enclosed please find the Response of TTC, LLC (8200 Neely Dr. No. 112, Austin TX 78759) to Solicitation No. RFP TVN0047. This response is due today, December 9, 2015 on or before 3pm.

Sincerely,

Lea Sauls



Texas Tennis Consultants, LLC  
8200 Neely Dr. 112,  
Austin Texas, 78759  
[Leasauls@yahoo.com](mailto:Leasauls@yahoo.com)  
(512) 567-0563



2015

# TEXAS TENNIS CONSULTANTS PROPOSAL FOR MANAGEMENT OF CASWELL TENNIS CENTER



REQUEST FOR QUALIFICATION  
STATEMENT (RFQS)  
SOLICITATION NUMBER TVN0047  
December 9, 2014

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## ***TTC EXECUTIVE SUMMARY***

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Texas Tennis Consultants, LLC (TTC) submits this proposal in accordance with the City of Austin Request for a Proposal (RFP) Number TVN0047. Through this Proposal, TTC requests that it be considered for the position of Tennis Pro Manager of Caswell Tennis Center.

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### **Caswell: TTC's Vision**

TTC is in a unique position to restore Caswell to the premier tennis facility that it once was with high quality customer care in a welcoming environment. TTC is registered as a limited liability corporation with the Texas Secretary of State with its sole place of business in Austin. **Lea Sauls** is the principal. Lea, together with a dedicated team of local professionals, has a vision to restore Caswell to its 1940's charm with the amenities of 2015. TTC's plan is to bring back the old-fashioned sense of community that Caswell once had while updating the facility to 21<sup>st</sup> Century standards to meet the needs of this generation and generations to come. The commitments in this proposal are not just long term, they are here and now. TTC commits to have these programs and procedures in place on day 1!

### **Caswell: A Place to Play and Stay for a While**

A cornerstone of the TTC Proposal is gracious customer service: we will offer a friendly, welcoming environment for the local tennis community.

**New Focus on Customer Service.** A feature-rich ***Caswell Tennis Now*** website designed to TTC specifications will include an online reservation link. The website, together with a Caswell Facebook Page and twitter handle will extend the reach of Caswell well beyond the corner of 24th and Lamar. These new electronic capabilities, plus an automated phone system, will allow the desk staff to make the needs of the customer right in front of them the top priority. Detailed employee policies and procedures have been developed to help foster and maintain professionalism. Our customer-first approach will start with in-depth training for all employees and independent contractors. Our policy prohibits stringing racquets and use of personal electronic devices while customers are in the Pro Shop. All staff members will be required to dress in appropriate attire, including Caswell polo shirts. In order to ensure good service, a detailed complaint resolution process will be strictly enforced; all complaints will be addressed within 24 hours, if not the same day--no exceptions. All phone messages and email queries will receive the same treatment. Periodic customer focus groups will also be employed to anticipate and address possible issues before they affect customer satisfaction. Exhibit F provides more information about customer service policies and training. A periodic Friday Night "friends of Caswell" get together will be hosted at the center for staff and any customers who wish to participate. At this "chat sessions" we will deal with any customer service issues and solicit ideas to improve the operation. TTC is confident it has the right team, program and plans to do a terrific job, but we will continue to solicit advice so we can grow and improve.



**A Fresh “New” Place.** Caswell will not just feel different it will look different too!! A complete overhaul of the facility, interior and exterior will be done at the expense of TTC (with the approval of the contract manager) and all improvements will become property of the city at the end of our involvement.

With approval of the Contract manager, a complete renovation inside and out will transform Caswell into a clean and welcoming place. The Pro Shop will get fresh paint, deep cleaning and new furniture. On the east wall a “meet the staff” display will provide customers with key information about the TTC team, including contact information. The new Pro Shop layout will bring the staff out into the main area to promote better customer service. A “lounge area” will be installed in the east enclave of the shop with new furniture and a big screen TV for primarily viewing tennis programming or instructional events. A large AV monitor facing the customer will be on the retail counter to enable easy communication between the staff and the customer (mirrored screens) and to provide easy access to information about online reservations, programs and merchandise. A big screen TV will be installed with constant tennis programming to encourage folks to hang around after they play.

The exterior of Caswell will also be upgraded starting with fresh landscaping the flower bed adjacent to the main entrance. The Caswell grandstand/building is a unique asset that be better utilized. We intend to make this a welcoming space to watch the tennis action, have a snack and relax. We will install a solar sunscreen on the west side with the **Caswell Tennis NOW** logo to provide shade and make Caswell more visible. We will add new patio style furniture (those picnic tables aren’t that comfortable), tables and chairs and install container gardens to soften the feel of the area. We are also exploring the possibility of installing outdoor tile to the concrete floor to give it more of a patio look. Another important part of promoting Caswell will be the addition of at least 5 logo banners on the corner light posts which can be “seen” from all of the streets around the center. We will also “brand” the backboard and the shop itself. We want Caswell to be noticed! We will also add some accent paint to the grandstands; Caswell will once again be a bright destination. We will also add a much needed bike rack to the east side of the Pro Shop.

Twice daily cleaning will be performed by staff and a professional janitorial service will deep clean the Pro Shop and locker rooms every week to keep things fresh and new. More information about the Pro Shop and grounds can be found in Exhibit C. Simply put, the hope is to make Caswell more than just a place to play, but also a place to stay and hang out - a real gathering spot for the tennis community.

### **A Reason to Stay and Play: Hours and Programs the Customers Will Love**

TTC commits to meet City prescribed hours of operation at all times. But TTC also proposes to **extend the current hours** of operation to meet customer needs. From current customers we know there is a demand for early bird tennis during the hot summer months (7:30am). Early bird cardio tennis will also be provided at least 3 days a week with plans to extend to additional days as demand dictates. TTC has also opened discussions with Austin Community College to determine if the mid-afternoon hours, when the courts are normally empty, could be repurposed for young adult



programming and play. New drop in clinics, Friday Night doubles mixers and great programs to introduce new players to competition will be offered. While the primary use of the courts will be for public play (6 courts will be available at all peak times; no more than 3 courts will be used for teaching at any time), quality instruction will also be a cornerstone. Lea Sauls and Andy Swortfiguer will provide high quality individual and group lessons for adults and juniors, with Kimberly Rowe directing the Junior program. Additionally, at least one part-time pro will be added to assist with youth instruction to ensure that our young players get all the attention they need. Instruction in stroke technique and competitive drills will be reinforced with available video analysis. More information on programs can be found on Exhibits D and E.

### Getting the Word Out

TTC wants the community to know about the Caswell jewel and to take advantage of all it has to offer. A marketing plan, which features the **Caswell Tennis Now** website, a Caswell Facebook page and even a twitter handle (as well as more traditional ink and paper advertising), will be directed at not only existing players, but also downtown businesses and college students to encourage more play during off peak hours. **Caswell Tennis NOW**; it will be a terrific marketing tool providing detailed information about programs, a tennis blog, and a place for complaints, inquiries, registration, payment and more. Exhibit B and E provide more information on the **Caswell Tennis Now** and the marketing plan.

### Investment in Caswell and the Community

The TTC proposal is not just ink on paper. It is a real investment in the Caswell community. The **Caswell Tennis NOW** website represents extensive hours of planning and programming and \$9000-\$12,000 in out-of-pocket expense; plus an annual maintenance fee in the range of \$2500-\$4500. The office equipment necessary to bring Caswell into the 21<sup>st</sup> century will be in the range of \$2000-\$3000; with annual maintenance expenses of \$2000-\$2500. The upgrades to the building, grounds, and acquisition of state-of-the-art tennis equipment (stringer and ball machine) will require an investment of an additional \$15,870—at a minimum. There may be proposals that will offer to manage the center with a smaller management fee, but TTC believes its proposal brings the best value with its upfront investment in: the website, building, grounds and equipment; and also because of the innovative programs and renewed focus on customer care. TTC cares about Caswell and believes it can restore and renew the center given the opportunity. A management fee of \$2000 per month will allow TTC to deliver the best performance and offset the considerable investment TTC is bringing to the table.

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***Part I – BUSINESS ORGANIZATION***

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Texas Tennis Consultants, LLC (TTC) is a limited liability corporation registered with the Texas Secretary of State. TTC's address is 8200 Neely Dr. 112, Austin Texas, 78759. Lea Sauls is the principal and owner. While TCC is owned and operated by Lea Sauls, Lea will operate and manage Caswell together with a team of well-qualified professionals as outlined in Part IV Project Management Structure.

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## *Part II – SYSTEM CONCEPT AND SOLUTION*

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### **Preserve, Promote and Polish the Caswell Jewel**

Due to its history, location and loyal friends, Caswell is a true City of Austin jewel—24<sup>th</sup> and Lamar is an iconic address bracketed by historic Tarrytown and the University. When Austin residents think of that corner, TTC wants them think of Caswell. In order to achieve that type of recognition, Caswell is in need of polishing and updating to meet 21<sup>st</sup> century needs. TTC is well-positioned and motivated to undertake that task. In order to succeed, TTC fully recognizes that it must significantly improve and modernize Customer Care, Court Utilization and Marketing; as well as, modernize and improve the management of the Pro Shop and Facilities - all while complying with City of Austin policies and requirements.

### **Concept 1: A Well-Qualified Management Team**

**Solution:** The right management team can restore Caswell to a first class tennis center. TTC is that team.

- **Lea Sauls**, the owner and principal of TTC, has over 44 years of experience in instruction and tennis management. He has assembled an experienced and dedicated team to assist with the day-to-day management of the center, provide high quality instruction and to promote Caswell to the public.
  - From 1991 to the present he is working as the Tennis Pro for the Jester club.
  - Now and over the past 41 years he has worked as a private coach with over 100 clients; 18 of those years at Caswell.
  - Prior Head Pro and Director of a successful Junior Tennis Program in OKC growing from just 11 player to over 120 in less than 4 years.
  - Assistant Coach of championship and finalist UT-Austin Women's Tennis Teams in 1994-1996; Big 12 champions in 2002-2004.
  - Currently serving as a consultant for the MacCallum High School Tennis Team and Coach including assisting with coaching and practice management.
  - Lea's resume and letters attesting to his managerial and coaching skills are included in Exhibit A.
- **Gary Murphy, Business Manager**
  - For the past 11 years Gary has serving as business manager at Caswell; he is uniquely qualified to assess strengths and weaknesses of the center management and program and is prepared to make necessary changes and improvements.
  - He has prior management experience at South Austin Tennis Center, as well as in the restaurant business.
  - Gary's resume and letters attesting to his value as a business manager are included in Exhibit A.



- **Andy Swortfiguer, Associate Tennis Professional**

- In the past 6 years that Andy has been a teaching pro at Caswell he has amassed a large and loyal following. He particularly adept at introducing new players to the game and getting them involved in match play.
- He has relevant experience as head pro and club manager at Lakeway World of Tennis (1997-2007).
- He is currently serving as tennis coach at St Andrews Episcopal High School and Middle School.
- For innovative programming aimed at introducing new players to match play the Capital Area Tennis Association (CATA) recognized Andy with the 2013 "Growing the Game" award.
- Andy's resume and letters attesting to his value as a coach and tennis manager are included in Exhibit A.

- **Chic Bain, Caswell Tennis NOW Site Manager**

- Has worked in web design and development for more than 20 years, with his current company (What You See Media) and its predecessor, Gillis & Krebs, Inc.
- His clients have included ProLink Management and Inside Out Sports and Entertainment. Both companies have promoted tennis exhibition events in Austin featuring Pete Sampras, Andy Roddick, John McEnroe, the Bryan Brothers, James Blake, Chris Evert and Anna Kournikova.
- Recent clients include local luxury home builder Sendero Homes, a non-profit service that provides free rides for retirees in the region called "Drive" a Senior and Texas Disposal Systems.
- As an independent contractor and in conjunction with startup ventures throughout Central Texas, he has designed well over 300 websites in the past decade and consulted on scores more.

- **Kimberly Rowe, Associate Pro/Director of Junior Programming**

- Undergraduate and advanced degrees in kinesiology.
- Currently teaching and coaching at Pflugerville High School.
- Extensive experience coaching tennis, as well as other sports, including experience in managing a budget, planning travel, ordering and maintaining equipment inventory, and development of students' skills, and character.
- Kimberley's resume, including references, is included in Exhibit A.

## **Concept 2: Top Flight Customer Care**

**Solution:** TTC is dedicated to improving and maintaining a high level of customer care. In order to create an open, positive and inviting atmosphere, TTC has developed and will implement plans necessary to deliver open and welcoming customer service.

- A detailed Customer Complaint Resolution Process will be maintained. It will allow for online and in person submission of complaints. All complaints will be responded to by the Head Pro within 24 hours of receipt.
  - A Customer Bill of Rights to establish guiding principles has been developed.
  - Quarterly distribution and submission of customer surveys to insure timely customer input will be performed.
- TTC will make Caswell easier to do business with.
  - The hassle and frustration of early morning court reservation calls will be eliminated in favor of a fast and easy online court reservation system.
  - Bulletin boards, *Caswell Tennis NOW*, a new Facebook page and a twitter handle will enhance communications about programming, fees, personnel and merchandise.
- TTC will perform initial and annual employee training to insure understanding and compliance with all policies and procedures. Training will address:
  - Customer service and sensitivity; Caswell policies and procedures professionalism, and commitment to nondiscrimination and other City Human Rights policies.
  - Necessary job skills (stringing, cash register operations/cash management, CPR, first aid, AED).
  - Specific day-to-day duties (opening/closing, maintenance of center and grounds, etc.).
- The attached Exhibits D and F (Caswell Operating Policies and Procedures, Complaint Management Procedures, Caswell Customer Bill of Rights, and the Customer Service Training module) provide additional details.

### Concept 3: Innovative Court Utilization Programs

**Solution:** The objective of TTC is to ensure that Caswell is a welcoming place to play and stay; we want to see that players of every shape and size enjoy spending time with us.

We will improve court utilization by making Caswell a more inviting place to play and stay (see Facilities Management, below) and through improved and expanded programming and services, Caswell will maintain the following Hours of Operation (exclusive of Thanksgiving and Christmas Day):

#### Standard Hours

- Spring/Summer (March 15 - October 15): 8:30 - 10:00 (7 days per week).
- Fall/Winter Hours (October 16 - March 14): 9am - 9pm (7 days per week).

#### Nonstandard Hours

With the approval of the Contract Manager, TTC will offer the following extended hours:

- Extended hours will be provided for special events such as tournaments and mixers.
- March through October Early Bird Hours (7am-8:30am) will be offered on a trial basis as an accommodation to the public, as an effort to improve court utilization and as a way to reach new people.
- Reduced hours for major holiday will be posted on site and online 2 weeks in advance.



- Tennis center may close on occasion due to inclement weather. A message explaining the closing will be posted online and recorded for telephone callers.
- Court fees specified in the Austin Operating Policies for Municipal Center will apply. Fees are per person and due prior to play:
  - **Non-Prime Time** (prior to 6pm and all day Fridays):
    - Adults \$2.75
    - Seniors - \$2.50
    - Juniors \$1.50
    - Non-Prime Time cards are available for purchase and use in accordance with City of Austin Operating Policies.
  - **Prime Time** (after 6pm)
    - \$4.00 all ages
  - **Odd Time**
    - When a standard time slot is not available or only one player is using the court \$3.00 will be charged.
  - Backboard – no charge
  - Ball Machine – \$20 rental charge will include applicable court fee.
  - Private lessons - \$55 per hour for all teaching pros.
- Failure to use or cancel a court reservation may result in loss of court reservation privileges.
- Rain checks will be issued upon request if the courts are not playable due to inclement weather for 50% or more of the reserved time.
- No cash refund may be given after a fee has been rung up and placed in the register.

## Programs

One of the biggest barriers to playing tennis is finding a compatible partner. Finding such a partner is a little bit like dating; you have to get out there and meet people and figure out their style before you spend more time with them. A good way to do that is through tennis clinics with players of similar ability levels or through non-competitive match and tournament play. TTC plans to offer all of those options, as well as provide a Find a Partner service. Court utilization plans will include:

### 1. Head Pro Lea Sauls will coordinate advanced adult programming.

- Lea Sauls will be in charge of advanced programming. Lea's innovative teaching approach, including current Ipad technology will allow Lea, and the other pros, to provide immediate feedback to clients on strokes and help players improve their skills more quickly.
- Advanced clinics are generally formed by like-level players. The Caswell Pros will actively seek to foster new groups for advanced clinics - connecting players by word of mouth.
- Senior programming, including "Coffee Break" drop in play time during mid-mornings when courts are less utilized will be offered; as well as, Find a Game and Find a Partner services.

- Cardio Tennis workouts will continue to be offered on M/W/F at noon and an early bird clinic will be introduced on T/W/TH at 7:30 am in an effort to attract the downtown business community. If the early bird clinic proves to be popular it will be expanded to 5 days per week.
- Drop in programs focused on specific strokes (groundstrokes, volleys, serves) will be introduced in nonpeak hours to enhance opportunities to play and improve court utilization.
- A partnership with ACC is being explored to offer tennis lessons and play during afternoon when the courts are open.
- Fun Fridays - Doubles tournaments/mixers will be offered on Friday evenings at least once per month or more often as demand merits.
- Lessons will be available at \$55 per hour from Caswell Staff teaching professionals.
- A Meet the Pros Board will be on the wall in the Pro Shop and online with biographical and contact information.

**2. Associate Pro Andy Swortfiguer will focus on Beginner/Intermediate Adults.**

- Andy will continue his very popular Match Play 101 Program which introduces novice level players to match play.
- The program a multi-level, co-ed round robin, held at Caswell Tennis Center on 2nd & 4th Sundays of every month with sessions for Advanced Novice and 3.0 and above.
- To help players reach their full potential Andy will continue to encourage participation in tournaments and local leagues. Assisted by his wife, Karen, Andy will manage a men's 3.0 team, women's Lonestar 2.5 and 3.0 teams, and a mixed doubles team every season.
- These programs and others directed as novice players earned Andy CATA's 2013 "Growing the Game" award and will be a continuing credit to Andy, Karen and Caswell.

**3. Juniors: Kimberly Rowe will coordinate Junior Programming.**

- The program will be aimed at "Quick Start" National Junior Tennis players who can get their early training and fundamentals at Caswell. The focus would be on younger players with multiple clinics offered for varying ability levels.
- Summer camps will be offered as well with additional part-time staff added to insure that the campers get all of the attention they need.

**4. Marketing:** In addition to onsite and media advertising, Chic Bain will operate and maintain the *Caswell Tennis NOW* website to market and communicate with the Caswell community. The website will be a user-friendly, interactive and complete guide to the facility and all services. Advertising and communications will focus on:

- Programs
- Special Events (tournaments, mixers)
- A tennis blog with tips and timely information
- "Find a Partner" and "Find a Game" services
- Group and individual lessons and clinics
- Drop in clinics focused on specific strokes

- Increased signage and information about operating hours and programs will be posted on bulletin boards.
- Banners will be placed on 5 exterior light poles to catch the eye of drivers on all streets bordering the tennis center.
- An Open House will be hosted within one month of new management. Guests will be provided with:
  - Food, beverages,
  - Tour of facilities and website,
  - An opportunity to meet the pros and staff,
  - Free cardio clinic during the open house,
  - An opportunity to participate in a raffle for free tennis lesson and equipment.
- A pass for promotional rate or free court time will be offered to first-time Caswell customers.
- Novice players will be invited to participate in the Match Play 101 Program created and directed by Andy Swortfiguer.
- Fliers/emails will be provided to USTA Team captains, CATA and ATLA officers/board to distribute in person or via email to their members.
- A partnership with ACC is being explored to offer tennis lessons and play during afternoon when the courts are widely available.
- Mini-USTA prep camps on Sunday afternoons in the few weeks prior to the Fall and Spring Season are being discussed with USTA captains to determined demand; special playoffs training sessions are also under development.
- The attached TTC Caswell Marketing Plan contains additional marketing details.

#### Concept 4: Customer First Pro Shop and Facilities Management

TTC will refresh, renew, maintain and manage Caswell facilities for the use and enjoyment of the public. In so doing the center will be a credit to the Management Team and the City.

**Solution:** TTC will provide high quality management of the center with a new state-of-the-art interactive website.

1. **Modern Management via the New *Caswell Tennis NOW* Website:** The site will be much more than a means of communicating with the public. The site will also be capable of:
  - Managing court utilization including reservations, scheduling of lesson, clinics and other events.
  - Managing inventory for both retail and supplies.
  - Providing all necessary accounting programs including payroll and retail services with ability to produce reports to the Contract Manager at regular intervals or upon request.
  - Performing employee scheduling
  - Providing a forum for receipt, response and tracking of complaints and comments.
- TTC will assume responsibility for all licenses, clearances, permits and other certificates necessary to operate the center.

- TTC will comply with all applicable laws and regulations.

**2. Renovation and Renewal of Building and Grounds:** TTC will provide a welcoming environment with renovated and well-maintained building and grounds.

- With approval of the Contract Manager, the Pro Shop will be redesigned to better utilize space and make it more welcoming.
- The Pro Shop will be repainting and redecorated with tennis themed art; new furniture will be added and a large flat screen TV showing constant tennis programming (and an occasional UT football game) will be provided.
- The stadium deck will be repurposed as a welcoming lounge space with patio furniture, and a solar sun screen; the feasibility of adding tile is also being explored.
- Existing landscaping will be refreshed and replaced and container gardens added.
- Bright colored banners advertising Caswell will be added to exterior light poles to increase visibility from all roads bordering the tennis center.
- An exterior video camera pointed at the courts will be added so that customers can check on court conditions from the website.
- An interior camera will be added for security purposes.

**3. Maintenance of Building and Grounds**

- Staff will clean the entire center each day (floors and all surfaces; locker rooms sanitized). Deep cleaning by a professional janitorial service will be performed at least weekly.
- Storage rooms will be kept neat, tidy and clean; with daily straightening/cleaning and monthly deep cleaning/organizing.
- Sufficient cleaning supplies and equipment will be stored on site.
- All trash receptacles in the Pro Shop, on court and on the grounds will be emptied daily and more often as needed; receptacles will be washed out/sanitized on an as needed basis.
- Recycle bins will be provided for all recyclable materials.
- Courts and grounds will be maintained; a daily walk around will be performed to look for court, net, windscreen or other types of repair/maintenance issues; issues will be addressed promptly.
- Any significant repair issues will be reported to the Contract Manager within 5 business days of discovery; a written report of needed repairs will follow.
- Exhibit D provides additional details concerning maintenance plans.

**4. Equipment and Supplies:** TTC will insure good customer service and maximize revenue opportunities by keeping quality equipment and supplies on hand and providing superior Pro Shop services.

- The electronic cash register, with point of sale capability, will be tied into the *Caswell Tennis NOW* to manage inventory and provided record keeping and reports. The system will provide full transparency for all Caswell transactions (retail, court, clinic and pro fees) to the Contract Manager.



- Fast, professional stringing services will be provided on site.
  - A ball machine will be available for rental.
  - Demo racquets and practice balls will be available.
5. **Retail Services:** TTC will make Caswell a convenient place to buy everything you need for your game.
- Equipment: a wide variety of racquets, string, grips, balls, bags and related equipment will be stocked and sold on site and via the website.
  - Tennis clothing (Caswell t-shirts, socks, hats), plus tennis gear such as head/wrist bands, sun glasses, towels and water bottles.
  - Prepackaged food and drink will be available for purchase in the Pro Shop.
6. **Safety and Security:** In order to insure that Caswell is operated for the use and enjoyment of the public the following policies shall be enforced at all times.
- All visitors and contractors may use and enjoy the facilities and grounds at their own risk.
  - Visitors/players are required to behave in an appropriate manner (no offensive or risky behavior will be tolerated); offender will be asked to leave.
  - Courts may be used for tennis only.
  - Showers are for use by paying guests only.
  - Players of guests who cause damage to facilities or equipment shall be liable for such damage.
  - No alcohol may be purchased on premises; provision of alcohol for an event requires advance permission of Pro Manager and the Park and Recreation Department.
  - No smoking shall be permitted on the premises.
  - Tennis shoes must be worn on court; shirt and shoes must be worn in the Pro Shop.
  - Wheelchair players must have sport tires on chairs.
  - Cell phones/pagers must be placed on silent mode if disturbing any player.
  - Players will be requested to place trash in receptacles available on each court or at street side.
  - The backboard may be used, at no charge, on a first come first serve basis for no more than a half hour if players are waiting to use.
  - Players and their guests must employ proper tennis etiquette.
  - Children under 8 must have adult supervision while on the premises.
  - Pets must be well-behaved, under control/on a leash at all times.
  - Guests are responsible for their own belonging, including those placed in lockers; neither the City nor Caswell is responsible for lost or stolen items.

## Concept 5: Strict Compliance with City of Austin Policies/Requirements

TTC recognizes that in order to meet City of Austin standards and requirements, it must commit to and abide by all City policies and requirements for the operation of the center, including the Operating Policies for Municipal Tennis Centers.

**Solution:** TTC Staff has reviewed the applicable City of Austin policies and requirements memorialized in the Scope of Work document and in the Operating Policies for Municipal Tennis Centers. We are committed to abiding by each one and incorporating those requirements into day-to-day operations—as detailed above and in the Caswell Operating Procedures (Exhibit D). Additionally, TTC will operate Caswell in accordance with the following standards and requirements:

**1. Regulatory**

- TTC shall be responsible for any and all licenses, permits or any other type of approval required for operation of the center.

**2. Fees and Record Keeping:** A professional accountant has been retained and will work with Head Pro Lea Sauls and Business Manager, Gary Murphy to insure that:

- Separate records and accounts, including a separate Caswell bank account, will be maintained for the tennis center operations, subject to examination and audit by the City at any time.
- The point of sale systems will allow full transparency for all Caswell transactions (retail and court, clinic and pro fees).
- All city approved fees for court usage, lessons and retail sales shall be deposited in the Caswell bank account with a single check written on the account of the Pro Manager.
- A form 1040 for the Center operations will be provided to the city each year, upon request.
- Quarterly sales tax report will be provided to the City upon request.
- Bank receipts of deposits, a record of court rentals and cash reports shall be submitted to the City Contract Manager weekly; additional deposits and reports may be required and submitted on a monthly or year-end basis as requested.
- A Cash Handling policy, as provided in the Caswell Operating Procedures (Exhibit D) shall be maintained.
- TTC shall be responsible for any debt incurred.

**3. Compliance with City Oversight Requirements:** TTC is committed to complying with all City requirements for operation and management of the center.

- TTC shall submit to random inspections by the City; any infractions shall be corrected within 14 days unless extended by the Contract Manager.
- TTC will honor any request by the City to dismiss employees or contractors for misconduct.
- TTC and all members of the management will submit to an annual criminal background check, upon request.

**4. Requisite insurance will be maintained.**

UFCU Insurance Services, Abbi Hardin Agent, will provide coverage.

**5. Public Safety**

- CPR, first aid and AED training will be completed and maintained for all employees.

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### *Part III – PROGRAM*

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**THE TTC PLAN:** The keys to restoring Caswell to premier status with the charm of the 1940's and the amenities of 2015 are:

- Investment in Caswell, including the state of the art *Caswell Tennis NOW* website.
- Better, more varied programming,
- A brand new focus on Customer Service, and
- A fresh, clean and welcoming place to play and stay.
- A commitment to complying with all City of Austin Scope of the Work requirements.

TTC can deliver on that commitment with the following programs and plans, including the *Caswell Tennis NOW* website which will reinforce and help actualize these plans.

**A. Investment in Caswell:** Restoring and renewing Caswell cannot happen without a substantial investment of cash and sweat equity. TTC is prepared to do both. Between the website design/maintenance, Pro Shop Office equipment, Pro Shop and grounds renovation and supplies and Tennis Equipment the TTC investment will be over \$35,870:

- Website design/maintenance
  - Design: \$9000-\$12,000
  - Annual maintenance: \$2500-\$4500
- Office Equipment
  - Secure WIFI router for password-protected use of staff only
  - ISP (perhaps bundled with cable/dish service)
  - main computer hardwired (CAT6) to internet source
  - VOIP or other virtual PBX phone system with multiple mailboxes and automated messaging
  - Large-screen HD TV, to display cable or dish service that would include Tennis Channel
  - Initial cost estimate: \$2000-\$3000 – annual maintenance: \$2000-\$2500
- Pro Shop and Grounds \$9845 as follows:
  - New furniture (2 tables, 6 chairs)- \$700
  - Custom-made retail counter -\$1250.00
  - Interior and exterior paint and supplies \$250 (labor to be provided by sweat equity)
  - 5 light pole banners \$1570
  - Upper deck planters, plants and soil \$300
  - Upper deck furniture \$825
  - Solar sunscreen \$2900
  - Logos and branding of courts, backboards, etc. \$1050.
  - General landscaping \$750



- Interior and exterior security cameras \$250
- Tennis Equipment \$6025, as follows:
  - Lobster Elite Grand V LE portable Ball Machine with remote \$2800
  - Gamma 5800 ELS 2-PTSC Stringing Machine \$2450.
  - Video equipment \$775

This does not include a substantial upfront investment in retail inventory. In light of this investment and TTC's commitment to restore and renew Caswell, TTC is seeking a Management fee of \$2000 per month.

### **The Work Program**

Investment in Caswell and this Proposal started well over 3 months ago when Lea Sauls contacted web site designers to discuss creating a state of the art website that would put center management, including reservations, record keeping, inventory management, program information/sign ups, and complaint/comment box online. The result of that conversation and dozens of hours of research and design is *Caswell Tennis NOW*.

### **The Technical Plan**

- Bring the *Caswell Tennis NOW* website online on day one. The site will provide:
- A link to reservations.
- Program sign up.
- Online payment.
- Full transparency for all record keeping
  - Court usage and fees
  - Payroll
  - Inventory
  - Complaints, comments and resolution
  - Programs both information and sign ups

### **The Milestones**

- **August 2014**, begin planning and design of *Caswell Tennis NOW*
- **May 1, 2015** bring *Caswell Tennis NOW* online
- **July 2015**, or sooner as needed, update and adjust the website based on customer feedback and experience.
- **Monthly** or more frequent as-needed updates to *Caswell Tennis NOW* to keep it current.

**B. Programming/Court Utilization:** The key to insuring that Caswell is as much loved as it is enjoyed is better, more varied programming. TTC believes that can be accomplished as follows:

### **The Work Program**

- Implement high quality Adult programming providing a good balance between open court time for established players (the current loyal friends) and high quality clinics and lessons to improve quality and quantity of play.
- Implement fun and Effective Junior Programming providing Quick Start kids a strong base to get them hooked on the game.
- Implement innovative programs providing non-League players.
- Get the word out on new and existing programs both via the *Caswell Tennis NOW* website and via old fashioned marketing.

### The Technical Plan

- Provide a minimum of 6 courts for open play during peak hours peak time (M-Thurs. 6pm-close; Sat/Sun 8:30-1pm);
- Maintain current Adult programming and improve attendance by prominently advertising the programs on court, in the Pro Shop and on the website:
  - Noontime Cardio Tennis M/W/F.
  - Weeknight and weekend beginner and intermediate adult clinics.
  - Make private and group lessons available on 2 courts during peak time (M-Th: 6pm-close; Sat/Sun 8:30-1pm) and on one additional court during non-peak hours.
- Introduce new, innovative Adult programming:
  - March through October Early Bird Hours (7am-8:30am).
  - Early Bird Cardio Tennis T/W/TH.
  - Senior Coffee Break play M-F 8:30-10:30.
  - Drop in Single Stroke clinics during nonpeak hours.
  - Fun Fridays evening doubles tournaments at least once each month.
  - Continue discussing a partnership with ACC to offer beginner tennis programs M-F mid-afternoons.
  - USTA mini-camps 3 Sunday afternoons prior to Fall and Spring League Play. And Playoffs
  - Work with USTA captains to determine increasing league play during non-peak hours; offer fee sodas and water to participants following completion of matches.
- Implement fun and Effective Junior Programming providing Quick Start kids a strong base to get them hooked on the game.
  - Afterschool aged-grouped and ability-grouped clinics focused on stroke drills and fun games.
  - Form competitive teams for more advanced players to engage in low pressure competition.
  - Quarterly fun round robin tournaments for players to test and improve their match play.
  - Set aside one court to offer mini private (10 minutes) one-on-one instruction to all players at least once per week.

- Summer camps with additional part-time instructors added to insure plenty of attention for all players.
- Organize an annual free one-week summer camp for youth in need.
- Implement innovative programs providing non-League players.
  - Continue to offer the popular and effective ***Matchplay 101 Program***.
  - Provide a Find a Partner and Find a Game board online and onsite.
  - Provide “match making” services to clinic participants by recommending one-on-one practice sessions with specific players.
  - Offer Saturday afternoon Drop in Clinics focused on Singles strategy.
  - Offer quarterly fun round robin tournaments for players to test and improve their match play.
  - Drawings for free half hour lessons for regular clinic participants.
- Get the word out on new and existing programs.
  - Increased signage, including adding banners to exterior light poles and
  - Information about operating hours and programs will be posted on bulletin boards and walkways between courts.
  - Maintain a robust ***Caswell Tennis NOW*** website with a link to court reservations and with information and sign up for all programs.
  - Host an Open House within one month of TTC management.
    - Food, beverages,
    - Tour of facilities and website,
    - An opportunity to meet the pros and staff,
    - Free cardio clinic during the open house,
    - An opportunity to participate in a raffle for free tennis lessons and equipment.
- TTC to offer *and fund* promotional rate or free court time to first time Caswell customers. Fliers/emails will be provided to USTA Team captains, CATA and ATLA officers/board to distribute in person or via email to their members.
- Continue exploring a partnership with ACC to offer tennis lessons and play during afternoon when the courts are widely available.
- The Marketing Plan contains additional marketing details is attached as Exhibit E.

### The Milestones

The proof really is in the pudding---the new programs will be implemented and constantly evaluated for their effectiveness. Successful programs will be expanded; programs that do not catch on will be reevaluated and revamped or discontinued in favor of new ideas.

- All new programs will be phased in within **4 weeks** of TCC management.
- Successful programs will be expanded to additional courts and additional days subject to court availability.
- A report on the attendance and popularity of all new programs will be provided to the Contract Manager **6 weeks** after initiation; with adjustments and new ideas to address any less than successful launches.

**C. A New Focus on Customer Service:** Another key to insuring that Caswell is as much loved as it is enjoyed is a new focus on Customer Service. TTC believes it can provide superior customer Service with the following plans.

### The Work Program

- Bring the *Caswell Tennis NOW* website online offering a link to reservations, information and sign up capability for all programs and a forum for complaints and discussion.
- Implement a Customer Bill of Rights.
- Implement an effective and honored Customer Complaint Process

### The Technical Plan

- Bring the *Caswell Tennis NOW* website online.
  - Online reservations and program sign ups.
  - Electronic payment for court fees and other services.
  - Information on all programs.
  - A forum for complaints and comments.
- Implement a Caswell Customer Bill of Rights
  - Train employees on the Bill of Rights tenets and make continued employment contingent on honoring those tenets. A training module is included in Exhibit F.
  - Post the Bill of Right online and on-site.
  - All employees will commit to honor the City of Austin Non-Discrimination Policy: City of Austin Code Section 5-4-2.
  - All employees are required to participate in initial and annual customer service training and sign a form acknowledging their commitment to comply. Exhibit F.
- Implement a Caswell Customer Complaint Procedure.
  - All complaints, comments and concerns will be courteously accepted by any Caswell employee at any time the center is open.
  - Comment forms and a submission box will be available at all times.
  - Complaints, comments and concerns may also be submitted **24 hours per day, 7 days per week** on *Caswell Tennis NOW* website.
  - All complaints, regardless of how received, will be responded to by management staff within **24 hours of receipt**. Any request to escalate a complaint to the Pro Manager will be honored the same day made.
  - Any facility or building and grounds complaints will be immediately escalated to the Pro Manager and reported to the City of Austin Contract Manager.
  - A record of all complaints and their disposition will be maintained for **6 months**.
  - **Quarterly** surveys will be made available and results reported to the Contract Manager.
  - Focus groups will be conducted at regular intervals to get the input from Caswell regulars who will be able to offer frank opinions and suggestions for improvement.

### The Milestones



The success of a new focus on customer service will be readily apparent in the formal and informal comments of Caswell friends and new customers. But we will not leave it to word of mouth.

- A focus group of Caswell regulars and new customers will be formed **one month** following TTC management.
- **Every month for the first 6 months** the focus group will be brought together to answer specific questions about customer service:
  - Have you used the onsite or online complaint process, if so why, if not why not?
  - Did you submit a quarterly survey response; why, why not?
  - How have we performed in the last month in the following key areas?
    - Friendly, welcoming place to play and stay
    - Cleanliness and functionality of the Pro Shop and grounds
    - Quality and variety of programs and instruction
    - Quality and variety of retail merchandise
  - In what specific ways can we improve?
  - Following every focus group session the entire Caswell Staff will have a working session to discuss issue and plan specific improvement.
- A report on the effectiveness of the new Customer Service Process, including Focus Group feedback will be provided to the Contract Manager **6 weeks** after initiation; with specific remedial plans.

- D. **A Fresh, Clean and Welcoming Place to Play and Stay:** Another key to insuring that Caswell is as much loved as it is enjoyed is to invest in the center by repainting, refurbishing and restoring the building and grounds. TTC believes it can provide a clean, welcoming place to play and stay.

### The Work Program

Refresh and restore the Pro Shop and ground to offer a clean and welcoming place, including new equipment.

### The Technical Plan

The Building and Grounds will be renovated and renewed.

- The Pro Shop will be redesigned to better utilize space and make it more welcoming as shown in Exhibit C.
- An all team and friend work day(s) will be held immediately upon TTC management control to repaint and redecorate the Pro Shop and locker rooms:
  - tennis themed art will be acquired and hung;
  - new furniture will be added;
  - a large flat screen TV showing constant tennis programming (and an occasional UT football game) will be installed.
- A community bulletin board for both staff and customers to exchange information will be added.

- The stadium deck will be repurposed as a welcoming lounge space with patio furniture, solar sun screen and container gardens.
- Existing landscaping will be refreshed and replaced.
- An exterior video camera pointed at the courts will be added so that customers can check on court conditions from the website.
- An interior camera will be added for security purposes.

The Building and Grounds will be well-maintained on a day-to-day basis.

- Staff will clean the entire center each day (floors and all surfaces; locker rooms sanitized). Deep cleaning by a professional janitorial service will be performed weekly.
- Storage rooms will be kept neat, tidy and clean; with daily straightening/cleaning and monthly deep cleaning/organizing.
- Sufficient cleaning supplies and equipment will be stored on site.
- All trash receptacles in the Pro Shop, on court and on the grounds will be emptied daily and more often as needed; receptacles will be wash/sanitized out on an as needed basis. Recycle bins will be provided for all recyclable materials.
- Courts and grounds will be maintained; a daily walk around will be performed to look for court, net or other types of repair/maintenance issues; issues will be addressed promptly.
- Any significant repair issues will be reported to the Contract Manager within 5 business days of discovery; a written report of needed repairs will follow.
- Exhibit D provides additional details concerning maintenance plans.

New equipment will be installed and/or made available to enhance the customer experience.

- A computer based cash register with point of sale capability.
- A state of the art stringer.
- A new commercial grade ball machine.
- A big screen TV.

### The Milestones

- The facility renovation and renewal, including installation of new equipment, will be performed **immediately** upon TTC management control.
- An Open House will be held **within one month** of TTC management control and all attendees will be asked to fill out a survey to provide specific comment on appearance of the building and grounds.
- The **monthly** focus groups will be asked to comments specifically on building and ground issues and will be specifically asked about ways that TTC can improve.
- Following every focus group session (e.g.: **once per month**) the entire Caswell Staff will have a working session to discuss issue and plan specific improvement of building and grounds. A report on the customer impact of the refresh and renew

building and ground plan, including Focus Group feedback will be provided to the Contract Manager **6 weeks** after initiation with specific remedial plans.

**E. Commitments:** In addition to implementing the programs outlined above, as specified, TTC commits that it will comply with:

- 1) All applicable rules and regulations of federal, state and local governing entities.
- 2) All terms of the Request for Proposal and the Scope of Work, including, but not limited to
  - a. Operating Policies for Municipal Tennis Centers.
  - b. Maintenance of requisite insurance.
  - c. Maintaining separate bank accounts.
  - d. Completion of AEP and other first aid related training;
  - e. Other items, as specified on Part II, System Concepts and Solution.

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## ***Part IV - PROJECT MANAGEMENT STRUCTURE***

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TTC will bring a team approach to the management and operation of Caswell.

### **The Management Team**

#### **LEA SAULS**

Will serve at the Head Tennis Pro and Team Leader; he will oversee the tennis staff, advanced adult programs. Lea will also have responsibility for Customer Service and Complaint Resolution, making it his top priority. Ultimately, Lea will have responsibility for the entire team and ***all aspects*** of operations and site management. Lea's resume is included in Exhibit A.

#### **GARY MURPHY**

Has been with Caswell for 11 years and knows the Caswell operations inside out; what works, what doesn't work and what can be improved. He will handle personnel, retail inventory and management of the Pro Shop and grounds. Gary will supervise 2-3 experienced desk workers. Accounting services will be provided by a professional accountant who will work with both Gary and Lea to manage payroll and bookkeeping. The accountant will insure that all books and records fully comply with City of Austin requirements and are in proper order. Gary's resume is attached. Gary's resume is included in Exhibit A.

#### **ANDY SWORTFIGUER**

Who is already a well-known figure on Court 8 at Caswell, will bring his 26 years of tennis coaching and management experience (6 of which have been at Caswell) to the role of Associate Tennis Pro. He will have primary responsibility for beginner and intermediate Adult programs and USTA Leagues. Andy's resume is included in Exhibit A.

#### **CHIC BAIN**

Has designed and will manage the ***Caswell Tennis NOW*** website. He will also provide expert advice on marketing both traditional and via the website. Chic Bain has worked in marketing, web design and development for more than 20 years with his current company (What You See Media) and its predecessor, Gillis & Krebs, Inc.

#### **KIMBERLY ROWE**

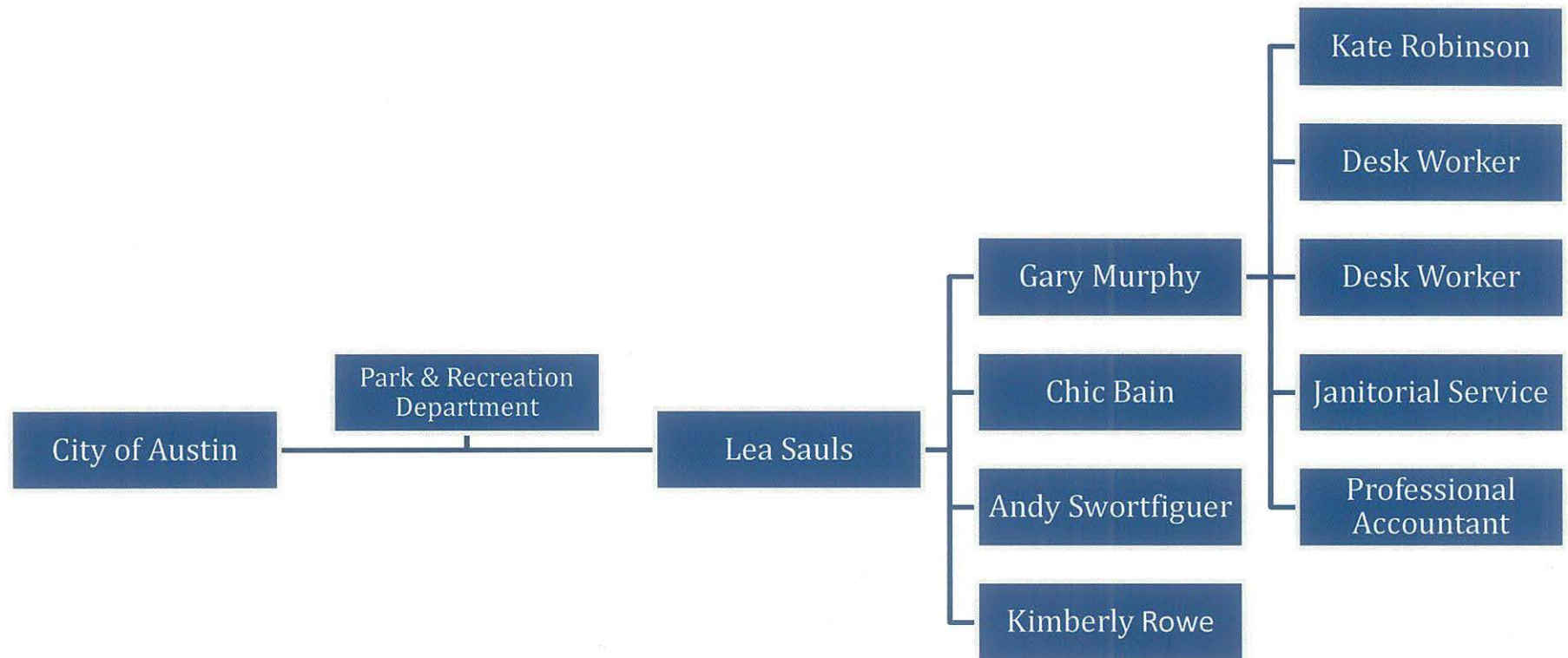
Kimberly's education and coaching credentials well-position her to offer fun and innovative instruction to junior players. Kimberly's resume is included in Exhibit A.



## Contractors

- **Munro/Doolen/Hicks Consulting (MDH)**, a local Austin company will provide professional accounting and bookkeeping services. The specific services and qualifications of MDH are included in Exhibit A. The accountant will work with Business Manager, Gary Murphy.

**Spotless Cleaning**, a local Austin professional janitorial service has been retained to provide at least weekly deep cleaning for Pro Shop including locker rooms. The janitor service will be coordinated by Gary Murphy.

Management Structure

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### *Part V – PRIOR EXPERIENCE*

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The TTC team professional experience, as noted below and in more detail the Exhibit A - Resumes and Recommendations, is one of the strong points of our group; totaling more than 95 years in the business with over 25 years in management and programming for private and public sites.

Lea has literally “done it all” in tennis, from being a “shop boy” at 17 stringing rackets (still does) and cleaning the clubhouse to being the director of tennis at a major private club, a college coach and director of several highly successful junior programs. He still manages the tennis facility at the Jester Club in NW Austin and has done so since 1991. His detailed résumé and letters of recommendation from many respected tennis leaders from all over the state attest to his qualifications for this position. He is a tireless worker who will not let Caswell fail, his connection to Caswell is not just professional, it's personal, he “grew up” at Caswell; it is his tennis home.

Gary Murphy's long tenure as a manager in service oriented businesses, restaurants, and his 14 years in tennis center management, 11 years at Caswell, give him the experience that is necessary to help guide Caswell back the customer-first establishment it should be.

Andy, like Lea, has a long and successful career in the tennis business both as a teacher, manager and the Director of Tennis at major facilities. He is also the coach of St Andrews Episcopal tennis team. Andy is known in the Austin tennis community for many things but possibly most for his (with his wife Karen) ability to “bring” new players into the game and keep them involved which grows the sport, for this he has received several awards. He is a very important part of our team.

Kimberly Rowe brings her multifaceted experience with coaching young people. She is a teacher, coach, organizer and successful motivator, known as “Coach Rowe” to many Austin families from her many years of involvement.

Chic Bain is another valued member of our team with his many talents but also for his small business management skills and tech expertise. He is critical to the Caswell Tennis NOW concept and its smooth operation. He is a long-time Austin business owner with over 20 years' experience in web design; and with his wife Cindy an active player and part of the Austin tennis community.

We believe our team has unequaled experience in all aspects of this proposal and a unique feel for the situation at Caswell. Details on experience and references are listed below and included in Exhibit A—Resumes and References.

#### Lea Sauls

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##### **Consultant MacCallum High School Tennis Team**

**2013-Current**

Lea has worked with the coach of the MacCallum High School Tennis Team for the past 2 years. In his role he provides individual coaching, and programming for practices.

##### **Reference Name and Contact Information:**



Oakley Barber (512) 636-3554  
MacCallum High School

**Tennis Pro Jester Club****1991-Current**

Lea has served as the Tennis Pro at Jester for the past 23 years. In his role he manages court reservations and provides individual and group lessons.

**Reference Name and Contact Information:**

Tianne Kuebler (512) 794-8268  
jtsurf@yahoo.com

**Consultant Raven Golf Development****1998-Current**

Lea has also served as a consultant to the Raven Golf Development. In his current role as a consultant he offers counseling on coaching, management, programming and tournaments.

**Reference Name, Title and Contact Information**

Jim Kuykendall, President Raven Golf Construction, Inc.  
900 Hwy 78 East, Suite 204  
Jasper, Al 35501  
(205) 275-8899

**Independent Teaching Professional****1973-Current**

Lea Sauls has been teaching at Caswell for over 17 years—his roster of current students exceeds 100. He also has experience with billing, taxes, equipment and supply management for his business. Lea has been stringing racquets for 37 years and is familiar with multiple types of stringers and other tennis equipment such as ball machines and video equipment for stroke analysis.

**Andy Swortfiguer**

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**Associate Teaching Professional Caswell Tennis Center****2008-Current**

Job responsibilities include teaching adults and juniors; development of a successful and fun beginner program with both clinics and competitive play. The program has brought many new players to the center.

**Reference Name, Title and Contact Information**

Lea Sauls  
8200 Neely Dr. 112, Austin Texas, 78759  
(512) 567-0563

**Coach St Andrews Episcopal Tennis****2008-Current**

Andy has served as head coach for both middle school and high schools for the past two years. In that role he has overseen all practices, player development and attended and coached all matches.

**Reference Name, Title and Contact Information**

St Andrews Episcopal School  
5901 Southwest Parkway  
Austin, TX 78735  
Jeff McCrary, Athletic Director  
jmccrary@sasaustin.org

**Head Pro Lakeway World of Tennis, Lakeway, TX****1997-2008**

Job responsibilities included supervision of other pros, new member recruitment, retail sales and ordering, racquet stringing, budgeting, payroll, court maintenance, organizing social events, working and travelling with teams to tournaments.

**Reference Name, Title and Contact Information**

Ivi Kerrigan Head Pro  
512-261-7222 (main club)

**Assistant Tennis Professional Lost Creek Country Club, Austin, TX****1992-1997**

Job responsibilities included new member recruitment, club promotions, private and group lessons for Adults and Juniors; directing Junior Program; coaching and travelling with teams; coordinating USTA leagues, retail sales and racquet stringing.

**Reference Name, Title and Contact Information**

Lost Creek Country Club  
2612 Lost Creek Blvd  
Austin, TX 78646  
Tim McGettigan (supervisor; currently Director at Austin Country Club)  
tmcgettigan@austincountryclub.com

**Gary Murphy**

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**Business Manager Caswell Tennis Center, Austin TX****2003-Current**

Job responsibilities have included running the Pro Shop and supervision and training of Pro Shop employees; retail sales and racquet stringing.

Lea Sauls  
8200 Neely Dr. 112, Austin Texas, 78759  
(512) 567-0563

**Chic Bain**

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**President *WhatYouSeeMedia*****1994-Current**

Twenty years in website design; including creation of over 300 sites; has promoted tennis exhibition events in Austin featuring Andy Roddick, and other major tennis stars.

**Reference Name, Title and Contact Information**

Chic Bain  
chic@austin.rr.com

**Kimberly Rowe**

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**Biology Teacher and Coach Pflugerville High School Year** **2009-current**  
Involves teaching, coaching, budgeting and equipment management.

**Reference Name, Title and Contact Information**

James Sombathy, Head Coach  
(512) 594-0500

**Biology Teacher and Coach Bastrop High School** **2008- 2009**  
Position involved teaching, coaching, budgeting and equipment management.

**Reference Name, Title and Contact Information**

Christie Thompson, former Head Volleyball Coach  
(817) 501-2119

**Austin High School Biology Teacher and Coach** **2004-2007**  
Position involved development and execution of drills, skills and strategy. In charge of budget and fundraising, scheduling and ordering of equipment.

**Reference Name, Title and Contact Information**

Lewis Price, Head Tennis Coach  
(512) 841-2957

**Tennis Instructor- UT Tennis Camp** **2004, 2005**  
Position involved working with kids ages 10-14 to develop their games during week long summer camps; specific skill training, as well as, tactical training on how to play the game.

**Reference Name, Title and Contact Information**

April Hundl, Athletic Coordinator and Girls Basketball Coach  
(512) 594-0500



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## ***Part VI – PERSONNEL***

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### **TTC Director and Head Pro**

In his role as Director and Head Pro, Lea Sauls will devote 50% of his time to managing Caswell; working at the Pro Shop Desk in order to be available to and in touch with customer. He will continue to provide private and group lessons. He will also be responsible for overseeing the work of all other Caswell employees and contractors.

### **Business Manager**

Gary Murphy will be responsible for all aspects of managing the Caswell Pro Shop, including office management, inventory management, stringing, and employee technical training. Gary will spend 100% of his time performing business management functions. A professional accountant will assist Gary by handling payroll and record keeping.

### **Website Advisor**

Chic Bain has designed and will manage the *Caswell Tennis NOW* website. He will spend up to 15 hours per month providing website management/marketing advice.

### **Associate Tennis Professional**

Andy Swortfiguer will serve in the role of Associate Tennis Professional and will have primary responsibility for beginner- intermediate adult programming and USTA Leagues. Andy will spend 100% of his time in a teaching and programming role.

### **Director of Junior Programming**

Kimberly Rowe will serve in the role of Director of Junior Programming. She will have responsibility for all Junior clinics and the summer camp program. A part-time teaching pro will assist. One hundred percent of her time at Caswell will be devoted to Juniors.

### **Assistant Pro Shop Manager**

Kate Robinson who has been a popular Pro Shop staff member for the past year and a half will continue in that role.

### **Desk Worker (2 positions)**

When Lea, Andy and Gary are not manning the Pro Shop, two part-time desk workers will be responsible for managing the Pro Shop desk while on duty. Each one will take reservations, assist customers with court assignments, retail purchases, and racquet stringing. The desk manager will also be responsible for daily cleanup of building and grounds.

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*Part VII – FINANCIAL VIABILITY*

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Copies of 2012 and 2013 federal tax returns for Lea Sauls and current bank statement are included in Part X-Confidential Information.



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***Part VIII – NON-COLLUSION, NON-CONFLICT OF INTEREST AND  
ANTI-LOBBYING***

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City Form Section 0810 is included in Exhibit K, attached.

1. I have reviewed the City of Austin Section 0800 Equal Employment/Fair Housing Office Non-Discrimination Certification, attached hereto and incorporated herein by reference, and I certify for myself and for Texas Tennis Consultants, LLC conformance with City of Austin Code 5-4-2.
2. I have reviewed the City of Austin Section 0805 Non-Suspension or Debarment Certification, attached hereto and incorporated herein by reference, and I certify for myself and for Texas Tennis Consultants, LLC conformance therewith.
3. I have reviewed the City of Austin Section Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification, attached hereto and incorporated herein by reference, and I certify for myself and for Texas Tennis Consultants, LLC conformance with City of Austin Code Sections 2-7-61 through 2-7-65, Chapter 176 of the Local Government Code. I commit that I will file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 p.m. on the 7<sup>th</sup> business day after commencement of contract discussions/negotiations with the City or the submission of an Offer or other writing related to a potential Contract with the City.
4. In conformance with Section 0200, paragraph 7N, no one with or on behalf of TTC, has made or will make a representation to a City official or employee, concerning TTC or its Proposal, except to the Authorized Contact Person for the Solicitation or as otherwise permitted by the above referenced Ordinance.

Lea Sauls

\_\_\_\_\_, December 8, 2014

Principal, TTC, LLC

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***Part IX – LOCAL BUSINESS PRESENCE***

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Texas Tennis Consultant, LLC is a local business. It is a limited liability corporation headquartered in Austin, Texas and registered with the Texas Secretary of State. Its owner and principal, Lea Sauls is a graduate of the University of Texas at Austin who has resided in Austin for over 40 years. All of the members of the TTC management team are longtime residents of Austin. The accounting, janitorial and signage contractors are also local businesses. City Form 0605 is included in Exhibit K.

**Munro/Doolen and Hicks Consulting**

4200 Columbine Drive  
Austin, TX 78727  
(512) 657-1853  
munromarg@gmail.com

**Spotless Cleaning**

13903 Thermal Dr.  
Austin, TX 78728  
(512) 718-3373  
sciclear@spotcleaninc.com

**HIGHTECH SIGNS**

1707 Hydro Dr.  
Austin, TX 78728  
(512) 832-0000  
high-tech@signaustin.com

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***Part XI - PROPOSAL ACCEPTANCE PERIOD***

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The Proposal of TTC is valid for a minimum of 180 days following the RFP close date.

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***Part XII - AUTHORIZED NEGOTIATOR***

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Lea Sauls, whose address is 8200 Neely Dr. 112, Austin Texas, 78759 and telephone number is (512) 567-0563, is authorized to negotiate contract terms with the City of Austin and to render binding decisions on contract matters.

## Exhibits

<b>Resumes and Recommendations.....</b>	<b>A</b>
Lea Sauls	
Gary Murphy	
Andy Swortfiguer	
Kimberly Rowe	
<b><i>Caswell Tennis NOW</i> .....</b>	<b>B</b>
Specifications	
<b>Pro Shop Renovations.....</b>	<b>C</b>
<b>Operating Procedures.....</b>	<b>D</b>
<b>Marketing Plan .....</b>	<b>E</b>
<b>Customer Service Documents .....</b>	<b>F</b>
Caswell Cares Bill of Rights	
Caswell Customer Complaints Procedure	
Caswell Customer Service Training	
<b>Budget Forecast.....</b>	<b>G</b>
<b>Minority and Women Owned Business Enterprise Documentation .....</b>	<b>H</b>
<b>Section 0700 Reference Sheet .....</b>	<b>I</b>
<b>Section 0605 Local Business Presence .....</b>	<b>J</b>
<b>Compliance .....</b>	<b>K</b>
Section 0800 Equal Employment/Fair Housing Non-Discrimination Certification	
Section 0805 Non-Suspension or Debarment Certification	
Section 0810 Non-Collusion, Non-Conflict of Interest, And Anti-Lobbying Certification	

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***Exhibit A –RESUMES AND REFERENCES***

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**LEA M. SAULS**

8200 Neely Dr. 112  
Austin TX 78759  
(512) 567-0563

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**EXPERIENCE**

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Caswell Tennis Center	2003-present/ 1989-1996/ 1970-1972
Associate Tennis Pro: responsible for individual and group lessons.	
Head Pro: responsible for all programming.	
Desk worker/stringer.	
Jester Estates Club	1988-present
Head Tennis Pro: responsible for court scheduling and maintenance; individual and group lessons; camps and providing assistance and advice to the board.	
Courtyards Tennis and Swim Club	1994-1980/ 1978-1980
Assistant Tennis Pro/Director of Junior Development: managed junior programming;	
Assistant Pro: individual and group lessons and clinics for juniors and adults.	
Woodlake Racquet Club-Oklahoma City	1980-1984
Tennis Director:	
responsible for Junior Development Program, lessons, clinics, tournaments, personnel, and membership development.	
Tarryhouse Club	1973-1978
Head Pro/Assistant Pro	
Century Club (New York)	1973
Assistant Pro: responsible for individual and group lessons.	
Westwood Country Club	1972-1973
Pro Shop Manager	

**EDUCATION**

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BA (Economics) University of Texas-Austin 1977

**COMMUNITY ACTIVITIES**

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UT- Austin Women's Tennis Team 2001-2002/  
Assistant Coach for Team which achieved 1992- 1994  
outstanding results:

NCAA Finalist (1992)

NCAA Championship (1993)

NCAA Final Four (1994)

Big12 Championship (2001-2002)

MacCallum High School Tennis Team 2012-2014  
Advisor to Head Coach: assisting with  
Coaching, strategy and drills

**REFERENCES**

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Ken McAllister, Executive Director TTA  
(512) 658-3325

Dr. C. Buddy Mullins, ZD Professorship and Mathew Van Winkle Regents  
University Professorship, University of Texas  
(512) 471-5817

Kimm Ketelsen, Department Chair of the Professional Tennis Management  
Program, Tyler Junior College  
(903) 780-7618

Jeff Moore, former Head Coach of the University of Texas-Austin Women's Team  
(512) 658-2327

2502 Deerfoot Trail  
 Austin, TX 78704  
 (512) 284-2468  
 racquetheads@yahoo.com

# Gary Murphy

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## Professional experience

**2003 – Present**

**Caswell Tennis Center**

**Austin, TX**

### **Facility Manager**

- Involvement with the facility director regarding city policies and procedures, planning and implementing changes and improvements, and future event scheduling for Caswell and Austin High Tennis Centers
- Facilitate inventory buying through negotiations with various racquet, equipment, and apparel sales representatives
- Facilitate policies and procedures for the pro shops at Caswell and Austin High Tennis Centers
- Interview, hire, train and supervise employees at Caswell and Austin High Tennis Centers
- Create, record and balance computerized daily sales and court fee reports and deposits for two sites
- Create and maintain updates on computerized inventory for two sites
- Facilitate lessons and reservations for two sites
- Sales and recommendations of equipment and accessories based on player skill level and interest
- Facilitate and manage all racquet stringing, customization, repair and recommendations based on players' needs

**2000 – 2003**

**South Austin Tennis Center**

**Austin, TX**

### **Tennis Pro Shop Assistant**

- Facilitated recommendations and sales of racquets, apparel, and accessories
- Performed stringing and customization upon customer requests
- Facilitated court reservations
- Informed and advised on facility programs, policies, and procedures
- Balanced and closed daily register sales
- Maintained courts and grounds – replaced and repaired court fencing, windscreens, court equipment, nets, headers, straps, posts, and performed minor perimeter grounds keeping

**April 2002 – November 2002**

**South Austin Tennis Center**

**Austin, TX**

### **Assistant Tennis Instructor**

- Assisted Pro Manager in 3.0 and 3.5 level women's league team instruction classes
- Assisted Junior Program Director with Summer Camp classes

### **TGIF Doubles Tennis Coach**

- Coached doubles strategies to adults, levels 3.0 – 4.0 in a social match play atmosphere

**April 2001 – October 2002 Wind River Crossing Apartments Austin, TX****Resident Tennis Instructor**

- Taught group, private, and semi-private lessons to novice, advanced novice, and intermediate level adults
- Assessed individuals during pre-class evaluations including background discussion, rating levels, and desired personal goals
- Explained and demonstrated tennis basics such as grips, footwork, court dimensions, warm-up rituals and routines, and mechanics related to development of all strokes and shots of the game
- Assigned off court exercises, reviewed and set up different strategic scenarios to achieve a deeper understanding of stroke and shot production

**1994 – 2003****Lone Star Café****Austin, TX****Restaurant Manager**

- Managed 18 employees
- Created, developed, and implemented staff training for servers, bartenders, kitchen, and support staff
- Created procedure guides for all staff positions
- Conducted product inventory and purchasing
- Facilitated staff meetings
- Created labor costing programs to implement staffing during high and low volume sales periods
- Submitted creative marketing strategies for growth within the existing company concepts

**Accreditations /  
Professional  
memberships**

Seminar assistant facilitator for the USTA Junior Program Orientation – Orientation to tennis demonstration of basic racquet use, strokes, tennis concepts and fundamentals to 250 students at Barton Hills Elementary / Upon completion, received certification as a USTA Clinician

Affiliate Member United States Professional Tennis Association (USPTA)

Member United States Tennis Association (USTA)

Member United States Racquet Stringers Association (USRSA)

**Education****1990 - 1991****Austin Community College****Austin, TX****Studio Art**

- Completed 18 credit hours

**1974 - 1976****Midland Junior College****Midland, TX****Commercial Art**

- Completed 100 credit hours

**ANDREW SWORTFIGUER**

4509 SAN SIMEON DRIVE  
AUSTIN, TX 78749  
(512) 217- 4370 Cell

**OBJECTIVE**

Seeking placement as a Tennis Professional within a reputable facility. Thru this position, I would: a) deliver quality instruction to individuals and groups, helping them develop to their full potential, b) encourage involvement in Austin's Tennis Community and provide various options, and c) contribute to all other aspects of a successful tennis program.

**QUALIFICATIONS/ SKILLS**

- Tennis Instruction, Coaching Adult & Junior Teams
- Ambidextrous & Experienced in all Racquet Sports
- Racquet Repair, Racquet Stringing, Court Maintenance, Management & Sales
- Hardworking, Enthusiastic, Team Player, Self Starter
- Public, Private & Resort Experience

**EXPERIENCE**

2008 – Present      Caswell Tennis Center – Austin, TX  
Tennis Professional (Independent Contractor) & Wilson Advisory Staff Member

2008 – Present      St. Andrews Episcopal School (High School & Middle School) – Austin, TX  
Head Tennis Coach (Independent Contractor)

1997 – 2007      Club Corp / Lakeway World of Tennis – Austin, TX  
Head Tennis Professional

Job responsibilities: supervision of other pros, new member recruitment / club promotion, private and group lessons for both adults and juniors, new member evaluations, orientation, pro shop sales, racquet stringing, budget and forecasting, payroll, supply ordering, court maintenance, organization of social events, work with teams including travel for tournaments. Responsible for development & implementation of WOT's entire adult program. Served on Wilson Advisory Staff.

1992 – 1997      Club Corp / Lost Creek Country Club – Austin, TX  
Assistant Tennis Professional

Job responsibilities: new member recruitment / club promotion, private and group lessons for both adults and juniors, organized and ran entire junior development program, oversaw adult and junior tennis tournaments, work with teams including travel for tournaments and coordinating league court assignments, pro shop sales & racquet stringing.

1996 – 1998      The Metropolitan Club – Austin, TX  
Director of Racquetball

1992 – 1997      St. Michaels Academy – Austin, TX  
Head Tennis Coach

1991 – 1992 Mary Institute / Country Day Schools – Saint Louis, MO  
 Head Coach, Varsity Tennis  
 Asst Coach, Varsity Basketball and Head Coach, Junior Varsity Basketball

1990 – 1992 Tennis St. Louis – St. Louis, MO  
 Head Tennis Professional

1989 International Town & Country Club – Fairfax, VA  
 Intern Assistant Tennis Professional

1988 Four Seasons, Sea Pines & Marriot – Hilton Head, SC  
 Intern Assistant Tennis Professional

## EDUCATION

1985-1986: University of Post - Waterbury, CT

1986-1990: Ferris State University - Big Rapids, MI  
 Bachelor of Science - Marketing / Professional Tennis Management

1990: USPTA Certification Level P-2

1991: USRSA Certification

1992: USPTA Certification Level P-1

CURRENT: USPTA Certified Elite Professional

## PROFESSIONAL ASSOCIATIONS

USTA Life Member

USPTA Member	1990- Present
CAPTA President	1995-1997
CAPTA Vice President	1993-1995
Texas Chairman, "Tennis Across America"	1993-1998
CATA Public Relations Committee	1993-1998

## OTHER

Austin Capital Area Tennis Association "*Growing the Game Award*" 2013

Austin Capital Area Tennis Association "*Tennis Pro of the Year*" 2006

U.S. Paddle Tennis Team 1996-2003 (international competitions in Spain, Argentina, Mexico, Italy, Canada)

Brought adult USTA tennis teams to Nationals in '04 & '05 (numerous teams to Sectionals)

Brought team to AAU Junior Olympics 2001 & 2002

Austin Capital Area Tennis Association "*Coach of the Year*" 2001

Sports played include - tennis, golf, racquetball, squash, paddle, table tennis, soccer, baseball



<b>REFERENCES</b>
-------------------

**Tom Ingram**, USPTA TX Head Tester

Cell: 512-466-3348

Email: [tsingram@austin.rr.com](mailto:tsingram@austin.rr.com)

**Kim Grant**, USTA/CATA Leagues Coordinator (Austin)

Cell: 512-422-2092

Email: [Kim@austintennis.org](mailto:Kim@austintennis.org)

**Tony Rankin**, Caswell Patron & Client

Cell: 512-426-4711

Email: [tonyrankin@austin.rr.com](mailto:tonyrankin@austin.rr.com)

**Sam Kumar**, Caswell Patron & Client

Cell: (512) 563-4320

Email: [sentkum2@hotmail.com](mailto:sentkum2@hotmail.com)

**Mindy Bloomberg**, Caswell Patron & Client

Cell: (512) 922-4035

Email: [mbloomb@yahoo.com](mailto:mbloomb@yahoo.com)

**Kimberly Rowe**

17310 Guana Cay \* Round Rock, TX 78664 \* (512) 731-9822 \* Kimberly.rowe@gmail.com

**Professional Summary and Objective**

An accomplished teaching professional with ten years of classroom experience and fourteen years of coaching. Coaching includes tennis, volleyball and soccer at the high school level as both an assistant and head coach. 3 years experience coaching and teaching tennis classes as a Graduate assistant and lecturer at Texas A&M University and an additional years of experience working UT tennis camps and as an instructor at Arlington tennis Center. Adept at creating lessons, skill development and improvement and physical and tactical development in kids 7-18 years of age and adult level tennis. As a classroom teacher I am PLC lead, AP trained, district curriculum writer, Kilgo trained, contributor to professional development and district assessment writing and a driven educator ready to move into a new direction within the teaching and coaching community.

**Areas of Expertise**

Data Analysis and application	skill development in tennis
communication, both verbal and written	Lesson Planning and Implementation
Pre-AP Biology Curriculum development	Coaching beginners and intermediates
Organization	EOC Biology Intervention

**Professional History**
**Pflugerville High School, PfISD**  
Biology Teacher and Coach
**2009-Current**

Grade-level and Pre-AP Biology teacher for 5+ years. Pre-AP Biology PLC lead and Biology Department PLC lead for the past year, working to develop curriculum to prepare our Pre-AP students for AP level work. In charge of analyzing and interpreting data for departmental use from state, district and local assessments. Lead weekly meetings on lesson development and TEK-based planning. Assist with district curriculum bundling and district assessment review.

As a Coach, I currently work as the Varsity Girls' Coach and the Varsity Assistant and JV coach for the volleyball team. I schedule games, manage a budget, plan travel, order and inventory equipment and work to develop the student, person and athlete in our young women. I work with beginners and more advanced players to develop skills and tactics to be competitive on the high school level.

**Bastrop High School, BISD**  
Biology Teacher and Coach
**2008-2009**

Grade-Level and Pre-AP Biology teacher. Worked with a team to develop lessons for both the grade-level and Pre-AP curriculum. Assisted with the volleyball and soccer programs with practice sessions, ordering, inventory and fitness development.

**Ameriprise Financial****2007-2008**Financial Advisory

Planned and advised current and potential clients on financial concerns and proposed a direction to meet their current and future financial needs. Led current and prospective client meetings and developed action plans based on those meetings.

**Austin High School, AISD****2004-2007**Biology Teacher and Coach

Grade-level and Pre-AP Biology teacher. Worked independently and with a team on lesson planning and test design. Head Tennis Coach, working with both the boys and girls to develop skills through drills strategy discussion. In charge of budget and fundraising, scheduling and ordering of equipment. Worked with beginners and advanced players to develop skills to compete on the high school level.

**UT Tennis Camp, UT Austin****2004, 2005**Tennis Instructor

Worked with kids ages 10-14 to develop their games during week long summer camps. Worked on specific skill training as well as tactical training on how to play the game. Gave group and private lessons during camp and assisted in the end of camp tournament.

**Arlington Tennis Center, Arlington, TX****2003**Tennis Instructor

Worked as an instructor during the summer teaching private lessons to adults and juniors and led group sessions for juniors ages 5-10 and adults classes for beginners. Assisted with advanced junior groups.

**Education****MS, Kinesiology, Texas A&M University****BS, Kinesiology, Teacher Certification Biology and P.E., Texas A&M University**

November, 2014

To: Whom it may concern  
From: Ken McAllister  
Subject: Recommendation for Lea Sauls

This is a strong recommendation from me for Lea Sauls to be the Director of Tennis Operations for Caswell Tennis Center. Although I do not know who else may be in the running for the position, I do know they would be hard pressed to any stronger qualifications than Lea. I have known Lea for more than 30 years through the tennis industry. His expertise and knowledge of the sport of tennis is among the best I have ever known. It is enhanced by a passion for the game and for the Austin and Central Texas that is clearly in the heart of Lea Sauls. It is clear to me that he is organized and will direct the programming to suit the clientele of Caswell, which he knows better than anyone.

I do not make this recommendation lightly, but from my background of more than 50 years in the tennis business, all in Texas. My most recent job has been that of Executive Director of the Texas Tennis Association for 24 years from which I retire at year end. I was also Director of Tennis at the Lakeway World of Tennis prior to that.

I would be pleased to answer any questions you may have about Lea by emailing me at [kdmcallister1@gmail.com](mailto:kdmcallister1@gmail.com) or my cell 512-658-3325.

Tianne Kuebler  
jtsurf@yahoo.com

December 3, 2014

To whom it may concern:

Re: Recommendation of Lea Sauls

I was fortunate to work with Lea over a 14 year span when I was Manager of the Jester Club. Lea has been teaching at the club since 1992. During his time with the club he has taken an active role in working with the club manager to ensure all aspects of the tennis program run smoothly.

He has been responsible for ensuring the court reservations are posted weekly, he assist with court maintenance after and before his scheduled lessons so that the courts will be in the best condition possible. Lea reports any maintenance concerns to the manager so that they can be addressed promptly. Lea assisted the club manager and the club board when we were having our courts resurfaced. Lea met with various contractors and educated the board on our options. The board depended on Lea's knowledge of court construction and resurfacing when making our decision our decision. Lea has taught both adult and children members. He also organized various summer camps for children which were very successful.

We have members who have been taking lessons from Lea for many years and regard him highly. Lea has worked well with our members and when the need arises addresses difficult situations very professionally. He always brings such a positive attitude to the courts. Lea has initiated taking on many extra management type duties for the club in regards to the tennis courts. I know that our board members, club members, past and present managers value his willingness to take responsibility for many duties well beyond his teaching. We feel so lucky that Lea is part of the Jester Club.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Tianne Kuebler  
512-794-8268



COCKRELL SCHOOL OF ENGINEERING and COLLEGE OF NATURAL SCIENCES

THE UNIVERSITY OF TEXAS AT AUSTIN

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McKetta Department of Chemical Engineering and Department of Chemistry, Austin, Texas 78712

C. Buddie Mullins  
(512) 471-5817  
(512) 471-7060 FAX  
[mullins@che.utexas.edu](mailto:mullins@che.utexas.edu)

Dec. 1, 2014

**Re: Support Letter for Mr. Lea Sauls**

To Whom It May Concern:

I write this letter in support of Mr. Lea Sauls for operating/managing the Caswell Tennis Center in Austin, Texas. I have known Lea Sauls for about 20 years, if not more, and during this period I have taken weekly tennis lessons with him. Lea is a great coach and sincerely cares about his students/clients .... both their welfare and their tennis skills. It is always great fun when I have a lesson with Lea, and I look forward to my lessons each week as he has a great sense of humor and he is extremely personable.

Additionally, Lea has consistently gone above and beyond to assist me and his other students in learning to play better tennis .... for example: (i) Lea fabricated PVC poles that could be attached to the net posts so that a rope could be stretched a few feet over the net in order to give us a "target" for hitting the ball with more clearance over the net, (ii) Lea has purchased several sets of video equipment over the last decade (at his own expense) to allow his students to view themselves in order to better improve their games [I have found this to be incredibly useful], and (iii) he comes to the tennis center very early (6:30 am) on Thursdays and Fridays at my request so that I can take lessons before I go to my job .... I am extremely grateful for this sacrifice that he makes on my behalf [I don't know many that would be willing to come out to Caswell when it is this early, dark and cold to give me a lesson under the lights].

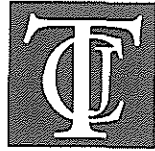
In my opinion Lea Sauls would be a wonderful person to have managing/operating the Caswell Tennis Center .... I don't believe that there is anyone else in Austin that would be more passionate about Caswell and again making it the "jewel" this city once had. Please do not hesitate to call or write to me if you need more information. Thank you for your consideration of Lea!

Yours truly,

A handwritten signature in cursive script that reads "C. Buddie Mullins".

C. Buddie Mullins  
Z. D. Bonner Professorship & Matthew Van Winkle Regents University Professorship  
Professor of Chemical Engineering & Chemistry





## TYLER JUNIOR COLLEGE

To Whom It May Concern:

My name is Kimm Ketelsen. I am the Department Chair of the Professional Tennis Management Program at Tyler Junior College. I want to recommend Lea Sauls for the Manager/Tennis Director position at Caswell Tennis Center, Austin Texas.

In the mid 1980's I served as the Director of Tennis at the Courtyard Tennis Center, in Austin Texas. I hired Lea for the position of Director of our Junior Tennis Development Program. The job description for the position was to manage all aspects of the Junior Tennis Program. Lea had to create a budget that would include hiring Assistant Tennis Pros as needed, determining the costs of equipment needed, as well as determining travel costs for players to participate in out of town tournaments. Lea would present me with the budget at the end of every 6 week session so that we could be sure the budget was on track.

Lea proved to be very capable. The Courtyard soon had one of the best junior development groups in the state, as our players traveled to the tournaments and did very well. In creating a good budget, and hiring Assistants that did a great job, he enhanced the Courtyard's reputation, which helped the membership grow.

Lea's other duties were to organize social events for adults when assigned by me. These events also included budget preparations concerning ball cost, award costs, and food and beverage costs.

I believe that Lea has the proper qualifications, and he certainly has the passion, to make Caswell a great place for the tennis community of Austin to enjoy. I recommend him without reservation.

Sincerely yours,

A handwritten signature in cursive script that reads "Kimm Ketelsen". The signature is written in black ink and is positioned below the "Sincerely yours," text.

Kimm Ketelsen, Department Chair  
Professional Tennis Management Program  
Tyler Junior College



RAVEN GOLF CONSTRUCTION, INC.  
Licensed: Golf Course General Contractor  
Member: Golf Course Builders Association of America

## Letter of Recommendation

Re: Mr. Lea Sauls  
8200 Neely Dr.  
Austin, TX. 78759

11/17/14

To Whom it May Concern:

I am pleased to write a letter of recommendation for Mr. Lea Sauls. I strongly recommend him to be a managerial candidate for any firm, entity or municipality seeking an experienced, committed and well rounded individual that encompasses all the knowledge, qualities and skills necessary to succeed in today's competitive managerial tennis environment. Lea has displayed these unique skills and talents to me first hand as I had the pleasure to work with him at Woodlake Racquet Club, Oklahoma City, Oklahoma.

Woodlake Racquet Club was a State-of-the-Art Private Tennis Club. The Club consisted of 14.5 acres of beautifully manicured grounds that encompassed 16 outdoor hard courts (lighted), Olympic size outdoor pool, 8 indoor tennis courts, 2 squash courts, full fitness facility, full service restaurant and bar, fully stocked pro shop and complete locker room amenities for both men and woman.

From 1980 thru 1985, I was the General Manager of Woodlake. Mr. Sauls was engaged as the new Director of Tennis for the Club. I expressed what I envisioned for the tennis program and he took it from there and hit it out of the park. I became the beneficiary of Mr. Sauls exemplary skills in developing the clubs tennis programs. It was no accident that Mr. Sauls was able to successfully innovate, implement, manage and develop one of the finest tennis programs within the region. Woodlake attained a membership level exceeding 875 full tennis memberships, which only came to fruition as a direct bi-product of Mr. Sauls commitment, dedication and true passion for his craft.

Some of the germane and salient "Management Skills" I observed and respected in Mr. Sauls during his time at Woodlake were:

- \* Innovative / Exceptional Problem Solver
- \* Excellent Planner / Organizer
- \* Committed to Excellence
- \* Passionate Leader
- \* Embellishes a "can do" attitude

I was so impressed with Lea's abilities that as I progressed upward in my career, managing and owning golf & country clubs throughout the south, I engaged him as an outside independent consultant. Lea brought his management style and technique into my clubs and made them highly efficient, innovative and profitable. I have had a long-standing business relationship with Lea and I can personally attest to his abilities, talents and "skill sets" as a managerial tennis professional within our industry. His talents are impeccable and he will be a tremendous asset to any organization seeking quality professionals. I give him my full endorsement of over 20 years experience working within the golf and tennis industry and as CEO of Raven Golf Development. I have no doubt Mr. Sauls "will exceed your expectations."

Sincerely,

Mr. Jim Kuykendall  
President  
Raven Golf



# A.N. McCALLUM HIGH SCHOOL

5600 Sunshine Drive

Austin, Texas 78756

Telephone: (512) 414-7505 FAX (512) 453-2599

Mike Garrison  
*Principal*

Oakley N. Barber  
Head Tennis Coach  
A.N. McCallum High School  
512-636-3554

To whom it may concern.

This letter is to recognize the contributions of Lea Sauls to the McCallum tennis team over the past several years. Mr. Sauls has given his time freely and often to help our players improve their tennis and their understanding of the game. He has come to many practices over the years teaching drills, stroke technique and match strategy as well as sportsmanship and proper play etiquette. When more advance players have expressed interest in improving beyond what they could learn at team practice, Mr. Sauls has volunteered his time to work with those players individually. The McCallum tennis team is grateful to "Coach Sauls" for his on-going volunteer effort to help our players and our team. His generosity has made him part of our team, and part of our tennis family.

Oakley N. Barber

**From:** Jeff Moore <[jmoore8606@gmail.com](mailto:jmoore8606@gmail.com)>

**Date:** December 5, 2014 at 10:05:29 AM CST

**To:** [leasauls@yahoo.com](mailto:leasauls@yahoo.com)

**Subject:** Recommendation for Lea Sauls

To whomever this may concern,

I have known Lea Sauls for over 20 years. I was the head coach of the women's tennis team at the University of Texas from 1982-2005. Lea was my assistant coach from 1992-95, near the beginning of the most successful period in the program's history.

Lea played a crucial role in the program's rise to prominence. He is the finest teacher of the game that I have ever been around. He has a rare ability to synthesize tactics and technique in a way that fits each student's unique style and personality.

But the key to Lea's success are his extraordinary people skills. He does not have "an agenda." People want to be around him because his focus is on what is best for them. Lea's way with people along with excellent organizational skills make him a strong candidate to lead an organization. I highly recommend him. Please contact me if you need more information.

Sincerely,

Jeff

--

Jeff Moore

Moore Leadership

512-658-2327 (mobile)

[jeff@mooreleadership.com](mailto:jeff@mooreleadership.com)



***Dick King  
USTPA Master Professional  
4703 Sunflower Lane  
Temple, TX 76502  
(254) 760-3573***

November 30, 2014

To whom it may concern:

Re: City of Austin Caswell RFP/Proposal of Lea Sauls

I am writing this letter to recommend Lea Sauls for the position of Manager/Tennis Professional at Caswell Tennis Center. Although I am now retired, I was a tennis teaching professional for 38 years, a high school teacher and coach for three years and a Junior College tennis coach for 22 years. I lived in Austin for 19 years and my first job was as a Tennis Pro at Caswell. From 1967 – 1971 I held the same position that Lea is now seeking.

In 1970 I hired Lea, then a freshman at UT, as a part-time employee at Caswell. His duties included stringing racquets and working at the Pro Shop desk. Lea was a conscientious, reliable and worked very well with the public. In a short time he was assisting with directing tournaments and teaching lessons. Lea went on to work for me as an Assistant Pro at Tarry House and The Courtyards in Austin.

Lea then became Director of Tennis at the largest tennis club in Oklahoma. He had a very successful five year run, but wanted to return to Austin and did so in the early 1980s. By then he was a very accomplished player ranked as high number 2 in the 35s division in Texas. He also became an elite coach, including a member of the UT Austin Women's Tennis Team coaching staff from 1991-1992 and 2001-2002 during which time the team won an NCAA National Championship, among other honors.

Lea's many years teaching on the public courts at South Austin and Caswell, as well as various private clubs, have given him a wealth of experience that would be of great value in managing Caswell. I believe Lea is the best person for the position because of his long history with Caswell and his strong passion to insure the success of the facility.



I highly recommend Lea Sauls for the position of Tennis Professional/Manager at Caswell. He is well-prepared for this role by virtue of countless hours of valuable job experience in teaching and tennis managerial work.

Sincerely,

Dick King  
USTPA Master Professional and former Head Coach at Temple Junior College

Fred Gilmore  
2322 Lafayette Ave  
Austin, TX 78722

December 5, 2014

To Whom It May Concern:

Re: Gary Murphy and the TTC Team

I have been visiting Caswell Tennis Center for ladder, league, casual matches and instruction for 11 years, approximately 2-4 times a week on average. For nine of those years, Gary Murphy has been my service point of contact both via phone and walk-in.

While I only know Gary in this professional capacity, he has always been a personable, courteous and customer oriented face for that tennis center. He is reliably answering the phones at 8:45AM, every weekday for court reservations. And he handles that frantic and thankless task calmly and fairly. He is prompt about getting people in and out of the clubhouse and on to the courts at their appointed time. Within the constraints afforded by the current management, he keeps the Center in order and as well maintained as practicable. For the purpose of the day to day operations of a tennis centered business like this, he is an excellent manager.

Quite apart from that, in the years I have encountered him in the Center I have also been impressed by his tennis acumen, especially with regards to stringing. While he has enough background to satisfy the "tennis nerd" who wishes to debate the ins and outs of various strings, what I am most taken with is his ability to lay out options to people who are new to the sport without talking down to them. Again, in a business situation where you want to grow the game and keep the center full and busy, his easy going manner makes getting started in the sport at Caswell easier than it would be at other tennis centers in town.

In closing, Gary is a great asset to the TTC team; I hope TTC is given serious consideration.

Regards,

Fred Gilmore  
Austin, TX

December 5, 2014

To whom it may concern:

Re: Gary Murphy

I have worked under Gary Murphy at Caswell for much of the last two years. I have been in and around tennis centers for most of my life having grown up playing USTA Junior Tennis and then Division I tennis at the University of Oklahoma. Not only is Gary a terrific boss, but from my observation, he also very good at juggling all of the duties necessary to run the Pro Shop from managing employee schedules, maintaining inventory, court reservation/assignments and working with the accountant to insure that the Caswell books and records are properly kept. Gary is also an expert racquet stringer and has taught me so much about how different strings and tension can affect the way a racquet performs. This knowledge is important to our customers who rely upon the Pro Shop staff to help them make decisions that will enhance their game. Gary is also very accommodating with his staff of full time students. I am in my last year of nursing school and the other employees are undergraduates. Gary is very good about maintaining a flexible schedule and working extra shifts when the student workers need time to study or to take breaks to visit family.

Thank you. If you have any questions, please contact me.

Kate Robinson  
[ekr11@txstate.edu](mailto:ekr11@txstate.edu)

From: Charles Denton , [cdenton1@austin.rr.com](mailto:cdenton1@austin.rr.com)  
TO: Andy Swortfiguer , [andyswortfiguer@austin.rr.com](mailto:andyswortfiguer@austin.rr.com)  
Sent: Tuesday, December 11, 2010 7:56 PM  
Subject: Letter of Recommendation

TO: To Whom It May Concern

I have been privileged to know and associate with Andy Swortfiguer for the past 11 years at the Hills of Lakeway World of Tennis. Andy has taught and mentored my son Kevin, my wife Linda and I in many different situations. I have nothing but the highest regard for Andy's talent skills, motivational capabilities and his integrity.

Andy mentored my son Kevin from the age of 8 in "Little Mo" tournaments and was a part of his success through ZAT and Champ levels. He was very patient and instilled a strong desire to succeed in Kevin and in many of the younger tennis stars. He was always there to console after a loss as well as enjoy any success.

My wife and I have taken many lessons from Andy and always came away with a feeling that he helped us advance our skill set. Andy has worked hard with our USTA team for the last few years in recruiting, clinics and giving us encouragement and strategy. Our USTA team advanced to the Dallas sectionals this year and I firmly believe that Andy was a major contributing part of our success. I was recently privileged to be a part of Andy's USPTA team that won the Austin tournament of Champions and we will advance to Houston to the State finals in January.

In summary, Andy is a real teaching pro with exceptional motivational skills and his hard work and dedication portray him in the highest light. But with all of the superlatives there is one thing that sets Andy apart from the rest – he truly cares about the people he works with.

Sincerely,  
Charles Denton  
Denco Investments Inc.  
9 Applegreen Lane  
The Hills, TX 78738  
(512)413-4927

December 19, 2012

Dear Sir,

I am writing to recommend Andy Swortfiguer for a tennis position. I have known Andy for fifteen years and have always valued our association. Andy is great with his players and works to establish grass root teams to help with the USTA Texas leagues.

Andy is well liked, hard working, ethical. When I have called Andy to ask for help with a beginner level of team, he has always come through. He supports his players and has good results with his teams. In 2007 & 2011, his 2.5 men's teams won Texas Sectionals and advanced to Nationals.

Andy is someone that anyone would enjoy as an associate, teacher, friend. I can say nothing but nice things about this wonderful young man and what an asset he would be to any business. I highly recommend Andy Swortfiguer.

Sincerely,

Sue Johnson Maurer  
USTA Texas Senior League Coordinator  
(888) 811-0870



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## *Exhibit B – CASWELL TENNIS NOW*

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At a time when demand for area tennis is rising with the tide of new, tech-savvy residents, it is critical to develop an online presence that serves that customers in a 21<sup>st</sup> century way. The **Caswell Tennis NOW.com** website is designed to extend and enhance Caswell beyond 24<sup>th</sup> and Lamar and to bring the community into the electronic age. It will be a very dynamic, not a static, website.

### **FOR THOSE NEW TO CASWELL**

The site will serve as an introduction to the facility, the teaching pros, the programs and the merchandise and services available on-premises.

### **FOR THOSE ENROLLED IN THE CASWELL FAMILY**

The site will employ a variety of marketing and customer-service features to build traffic on-line and on-court. We believe the customer matrix and use of social media are critical to our marketing program. Specifically the website will offer:

- **Online court and lesson reservation system** — making access to court bookings a 24/7 option. When combined with an automated multi-voice mailbox phone system, the communications complex will avoid the frustrating phone call avalanche as the Pro Shop opens each day or when a desk person is attending to a person in the shop.
- **Central, secure payment gateway** to provide a single transaction point for merchandise sales; equipment services; lessons and clinics and court fees. It combines in-shop and online point-of-sale functionality, is PCI compliant for safe money movement and offers inventory control. Output through accepted formats for inclusion in office accounting software for transparent reporting to Parks Department.
- **Customer contact matrix** that keeps track of anyone who has had contact with the facility. From that database, Caswell staff can target multiple sub-groups — through a variety of online and social media channels — about events based on their interests.
- **Creative use of social media** starting with Facebook and Twitter and expanding as demand arises.
  - Facebook: 71% of online adults use Facebook and 19% of online adults use Twitter (Pew Research Center, 2014). Our plan goes beyond the requisite cross-linking to craft highly-targeted messages to friends and followers. Lea could, for instance, comment on a particular pro player's volleying prowess and build a special clinic around that technique and promote that. A mini-tournament with a team theme could be built around Davis Cup ties. A broad spectrum reminder that the UT tennis team is competing on specific days this spring. To keep it manageable, the trick is to ripple a single message through the blog, Twitter account and Facebook page without having to create a new topic for each channel.
  - Via the Caswell **Facebook** page, customers will be able to:



- Interact with Caswell – ask questions and share public feedback (private messages are also available for those who do not want their feedback/question to be public).
- Gather up-to-date information on the playability of courts (weather update).
- Have access to a place containing official dates/times associated with upcoming events.
- View pictures taken at Caswell events like tennis mixers, junior tournaments, adult league play, Cardio Tennis etc.
- See the results of local tennis tournaments.
- Link to other tennis events going on in the city of Austin.
- Though the percentage of **Twitter** users is significantly lower than Facebook, the purpose of the handle will differ from the Facebook page. Caswell intends to use its Twitter handle to:
  - Provide up to date information concerning the playability of the courts (duplicating information on the Facebook page but opening the information up to a wider audience).
  - Interact with the wider tennis community i.e. event handles like the US Open, USTA, UT Longhorns Athletics, and World Team Tennis.
  - Share links to helpful tennis blogs and other sites. For example Caswell could use its handle to link to a blog containing helpful tips for tennis racket maintenance or how to keep hydrated in the Austin heat.
- Create and maintain a Caswell **Blog**. Though updated less often than the Facebook page or Twitter handle, the Caswell blog will be a place for Caswell to share its tennis knowledge with the community. The blog authorship will rotate each month to provide Caswell players with several different perspectives on the game of tennis. Sample blog posts could include:
  - Tools for junior tennis player success.
  - How to stay competitive but still have fun.
  - Developing a strategy that works with your game
  - How to beat the heat.
- The Caswell blog, Twitter handle, and Facebook page will also be easily linked to from the main Caswell website and court scheduling site as well as advertised in the Pro Shop onsite.
- **“match-making” service** — monitored by the tennis staff — to connect players of similar interests and abilities who may not have otherwise met.

The website is designed to be mobile-friendly, with its primary functions actually usable on devices as small as smart-phones.

### FOR THE CASWELL STAFF

The website will allow for staff-generated blogs and offer several levels of user-access to safely manage the wide variety of functions required on a daily basis — from scheduling adjustments to sales to facility upkeep to monthly fiscal reporting. The interface for most users is designed for common computing tasks like text input and database stuffing. Specific task training will be completed well before launch with hands-on examples to make sure the staff is clear on its various duties.

## SYSTEM SPECIFICS

### Web Elements

- blogging/content management software platform
- trusted, secure web hosting service
- responsive theme with good track record for feature enhancement and support
- domain-specific email accounts for the teaching pros, office manager, and desk staff
- customer contact module
- secure, universal payment gateway
- point of sale/shopping cart/inventory tracking module
- court/lesson/event booking module
- form for matchmaking service
- Twitter and Facebook accounts
- Initial training

All these various elements will be molded together using HTML 5 and CSS 3 technologies to provide a clean, intuitive interface and blended with custom jQuery, and .php code to make them play nice together and function on the most commonly used browsers and mobile operating systems. The site will be designed and developed by WhatYouSeeMedia, a local company with more than 20 years of experience crafting electronic communications. WhatYouSee's client list includes local and national tennis event promoters as well as a wide array of commercial and non-profit clients.

Creating a web presence for Caswell and making its systems electronic requires a substantial investment by TTC including an upfront Bid Preparation fee of \$650.00. Initial cost estimate for all web elements is \$9,000 – \$12,000; with annual maintenance in the range of \$2500-\$4500. Initial cost estimate for the necessary equipment and ongoing fees and expenses is \$2000-\$3000 initial and \$2000-\$2500 annual for IP connectivity and related expenses.

### Investment and Maintenance:

#### Office equipment

- secure WIFI router for password-protected use of staff only
- ISP (perhaps bundled with cable/dish service)
- main computer hardwired (CAT6) to internet source
- VOIP or other virtual PBX phone system with multiple mailboxes and automated messaging
- Large-screen HD TV, to display cable or dish service that would include Tennis Channel.

Creating social media presence for Caswell represents a significant upfront investment on the part of TTC. We see it as a key element in keeping this institution vital and relevant to the Austin tennis family and as a possible blueprint for use in the other city-owned tennis facilities. It's an investment we expect will generate considerable returns by maximizing customer satisfaction and court usage; thereby generating additional revenue for the City as well as for TTC.



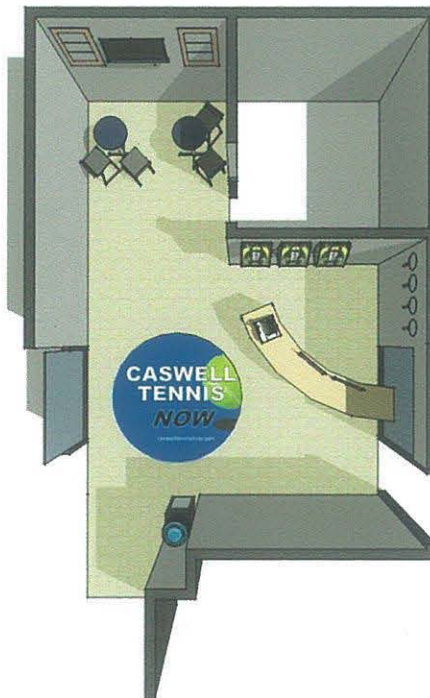
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*Exhibit C – CASWELL PRO SHOP AND GROUNDS*

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DRAFTSMAN RENDERING OF PRO SHOP RECONFIGURATION





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## *Exhibit D – CASWELL OPERATING PROCEDURES*

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### **POLICIES -- PUBLIC**

#### **HOURS OF OPERATION**

Caswell will maintain the following Hours of Operation (exclusive of Thanksgiving and Christmas Day):

##### **Standard Hours**

- Spring/Summer (March 15 - October 15): 8:30 --10:00 (7 days per week).
- Fall/Winter Hours (October 16 - March 14): 9am – 9pm (7 days per week).

##### **Nonstandard Hours**

- Extended hours will be provided for special events such as tournaments and mixers.
- March through October Early Bird Hours (7am-8:30am) will be offered on a trial basis as an accommodation to the public, as an effort to improve court utilization and as a way to reach new people.
- Reduced hours for major holiday will be posted on site and online 2 weeks in advance.
- Tennis center may close on occasion due to inclement weather. A message explaining the closing will be posted online and recorded for telephone callers.

#### **CUSTOMER SERVICE**

A customer-first policy will be honored at all times. A Customer Bill of Rights, a Complaint Management Procedure for submission and resolution of customer complaints and a training module have been developed for the benefit of Caswell and its customers. Customer service documents are included in Exhibit F.

#### **MAINTENANCE OF BUILDINGS AND GROUNDS**

The Caswell premises will be maintained for the use and enjoyment of the public. Customers are entitled to clean and safe premises. Premises and grounds will be maintained to maximize customer enjoyment.

#### **SAFETY AND SECURITY**

In order to insure that Caswell is operated for the use and enjoyment of the public the following policies shall be enforced:

- All visitors and contractors may use and enjoy the facilities and grounds at their own risk.

- Visitors/players are required to behave in an appropriate manner (no offensive or risky behavior will be tolerated); offender will be asked to leave.
- Courts may be used for tennis only.
- Showers are for use by paying guests only.
- Players of guests who cause damage to facilities or equipment shall be liable for such damage.
- No alcohol may be purchased on premises; provision of alcohol for an event requires advance permission of Pro Manager and the Park and Recreation Department.
- No smoking shall be permitted on the premises.
- Tennis shoes must be worn on court; shirt and shoes must be worn in the Pro Shop.
- Wheelchair players must have sport tires on chairs.
- Cell phones/pagers must be placed on silent mode if disturbing any player.
- Players will be requested to place trash in receptacles available on each court or at street side.
- The backboard may be used, at no charge, on a first come first serve basis for no more than a half hour if players are waiting to use.
- Players and their guests must employ proper tennis etiquette.
- Children under 8 must have adult supervision while on the premises.
- Pets must be well-behaved, under control/on a leash at all times.
- Guests are responsible for their own belonging, including those placed in lockers; neither the City nor Caswell is responsible for lost or stolen items.
- An exterior video camera pointed at the courts will be added so that customers can check on court conditions from the website.
- An interior camera will be added for security purposes.

## COURT USE AND RESERVATIONS

Caswell courts will be operated for the use and enjoyment of the public.

- A minimum of 6 courts will be made available for public or league play at all times.
- Court fees are per person and due prior to play:
  - **Non-Prime Time** (prior to 6pm and all day Fridays):
    - Adults \$2.75
    - Seniors - \$2.50
    - Juniors \$1.50
    - Non-Prime Time cards are available for purchase and use in accordance with City of Austin Operating Policies.
  - **Prime Time** (after 6pm)
    - \$4.00 all ages
  - **Odd Time**



- When a standard time slot is not available or only one player is using the court \$3.00 will be charged.
  - Backboard – no charge
  - Ball Machine – \$15 rental charge; will include applicable court fee.
  - Demo racquets: first 2 demo models are free if borrowed on same day; free demo to out of town guest. All other demos \$4 per day.
  - Private lessons - \$55 per hour for all teaching pros.
- With the exception of league play, courts may be reserved no more than 2 days in advance; an hour and a half for singles and two hours for doubles.
- Reservations are subject to cancellation if players arrive more than 15 minutes past the reserved time.
- Courts may be reserved on line, over the phone and in person.
- Rain checks – will be issued upon request if the courts are not playable due to inclement weather for 50% or more of the reserved time.
- Lessons must be scheduled directly with the teaching Pro.
- Failure to use or cancel a court reservation may result in loss of court reservation privileges.
- Rain checks will be issued upon request if the courts are not playable due to inclement weather for 50% or more of the reserved time.
- No cash refund may be given after a fee has been rung up and placed in the register.

### **RACQUET SERVICES AND BALL MACHINE RENTAL**

Caswell will offer racquet stringing and ball machine rental:

- Stringing: \$15 plus string
- Ball Machine rental: \$20 (includes court fee)
- Demo racquets: first 2 demo models are free if borrowed and returned on same day; free to out of town guest. All other demos \$4 per day (can be applied to the purchase of a racquet)
- Practice balls: no charge

### **REFRESHMENTS**

- Ice and water will be available at no charge
- Drinks and Snacks will be available for purchase in the Pro Shop at posted rates.

### **TENNIS MERCHANDISE**

Caswell, in cooperation with Tennis Express, will make a wide variety of tennis equipment and merchandise available on premises and online, including racquets, string, balls, over grips, shoes, socks, hats and other attire.

**POLICIES AND PROCEDURES -- EMPLOYEES**

All employees will be comprehensively trained by management staff in customer service and job responsibilities, including the following procedures:

**CUSTOMER SERVICE**

A customer-first policy will be honored at all times. A Customer Bill of Rights, a Complaint Management Procedure for submission and resolution of customer complaints and a training module have been developed for the benefit of Caswell and its customers. See Exhibit F.

**MAINTENANCE OF BUILDINGS AND GROUNDS**

The Caswell premises will be maintained for the use and enjoyment of the public. Employees will be required to clean the Pro Shop and locker rooms (wipe and sanitize all surfaces; sweep, vacuum, mop floors as appropriate) at the end of each day and pick up trash and empty court receptacles twice per day while on rounds to unlock and lock gates. All locker room supplies are to be refreshed daily and on an as needed basis. All building and ground maintenance issues are to be reported to the Pro Manager when observed. The Pro Manager shall report such issues to the Contract Manager, as appropriate. A janitorial service has been engaged to perform weekly deep cleaning of the Pro Shop and locker rooms.

**OPENING AND CLOSING PROCEDURES**

Opening (one half hour prior to public hours):

- Disarm alarm.
- Ready cash register by removing money from safe, counting it and placing money in the register.
- Turn on lights, computer and open any necessary programs
- Insure that Pro Shop and Locker rooms are neat, tidy and stocked.
- Fill coolers with ice and water.
- Unlock courts and gates and remove any trash during rounds.
- Review court sheets to determine availability for new reservations.

Closing

- Lock all doors and gates.
- Pick up litter and empty court receptacles on rounds.
- Remove cash from register and place in safe.
- Clean and tidy Pro Shop and locker rooms, including sweep/vacuum/mop floors and wiping/sanitizing all surfaces.
- Restock locker rooms and retail merchandise.
- Empty, rinse out and store coolers; sanitize as needed



## CASH HANDLING PROCEDURES

Front desk employee is responsible for cash management while on duty.

- Opening
  - Count all cash at the beginning of shift and record the amount.
  - Deposit cash in the proper slots in the register.
  - Check register tape and replace as needed.
  - Make a nightly bank deposit.
- Closing
  - Count cash; record amount and place in envelope deposit envelope in safe.
  - Sign register receipt detailing cash received during shift.
  - Record number of checks received and place in envelope and deposit envelope in safe.
  - Record total number of credit card transactions on the registered receipt and place in deposit bag.

## COURT USE AND RESERVATIONS

Caswell courts will be operated for the use and enjoyment of the public.

- A minimum of 6 courts will be made available for public or league play at all times.
- Court fees are per person and due prior to play:
  - **Non-Prime Time** (prior to 6pm and all day Fridays):
    - Adults \$2.75
    - Seniors - \$2.50
    - Juniors \$1.50
    - Non-Prime Time cards are available for purchase and use in accordance with City of Austin Operating Policies.
  - **Prime Time** (after 6pm)
    - \$4.00 all ages
  - **Odd Time**
    - When a standard time slot is not available or only one player is using the court \$3.00 will be charged.
  - Backboard – no charge
  - Ball Machine – \$20 rental charge will include applicable court fee.
  - Private lessons - \$55 per hour for all teaching pros.
- Reservations:
  - Courts may be reserved on line, over the phone and in person.
  - With phone reservations, greet a caller with “Caswell tennis center, how may I help you?”

- Record the names of all players and the phone number of the caller on the court sheet.
- Check off players names and collect court fees prior to placing players on court.
- Direct players to the assigned court.
- With the exception of league play, courts may be reserved no more than 2 days in advance; an hour and a half for singles and two hours for doubles starting on the hour or the half hour.
- Reservations are subject to cancellation if players arrive more than 15 minutes past the reserved time.
- Rain checks – will be issued upon request if the courts are not playable due to inclement weather for 50% or more of the reserved time.
- Failure to use or cancel a court reservation may result in loss of court reservation privileges.
- No cash refund may be given after a fee has been rung up and placed in the register.
- Clinic registrations: record players name, telephone number and email address on clinic sign up list.
- Individual and group lessons must be scheduled directly with the teaching Pro; provide contact information to callers seeking to schedule a lesson.
  - Fees are collected prior to lesson.
- Ball Machine:
  - The ball machine may be rented for one and one and a half hour increments when courts 5-8 are available; be sure to provide a hopper with the machine.
  - The rate is \$20 and includes the court fee.

## **PRO SHOP MANAGEMENT**

- Follow reservation procedures for all court usage.
- Restock all refreshments and retail items at the end of each shift and as needed; note low stock and advise manager of ordering needs.
- Keep shop neat and tidy at all times.
- Offer a receipt for all purchases
- Place orders with Tennis Express for any items not kept in stock.
- Follow Complaint Procedure for any customer concerns.
- Stringing services:
  - Take down name, number, stringing preference (type and tension) on the intake forms.
  - Check to insure that requested string is available.
  - Attach the intake form to the racquet handles and also attach customer-provider string, if any.

- Advise customer of expected completion date.

Demo racquets: first 2 demo models are free if borrowed and returned on same day; free to out of town guest. All other demos \$4 per day (can be later applied to the purchase of a racquet).



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### ***Exhibit E - CASWELL MARKETING PLAN***

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#### **1. Promote Caswell**

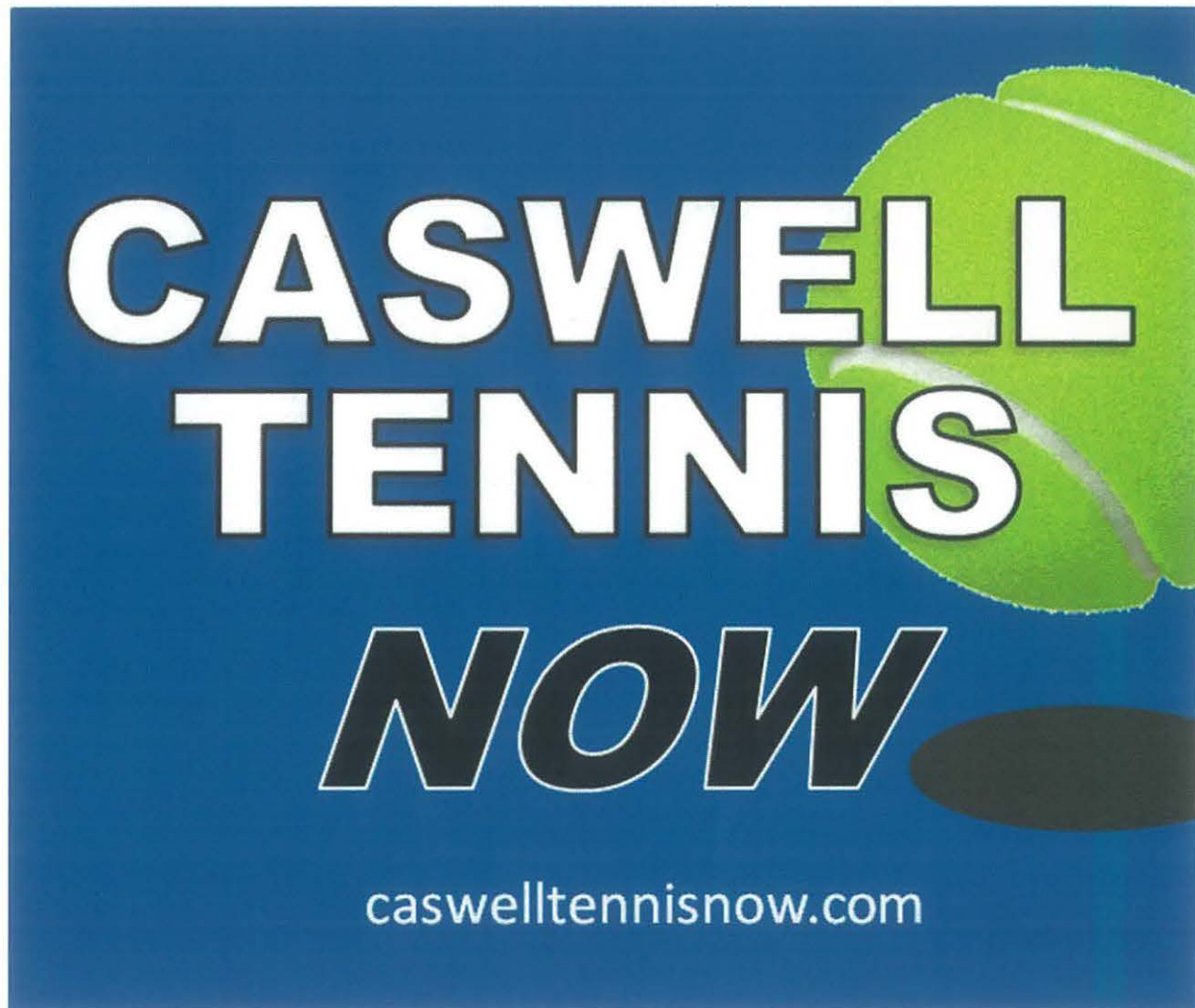
- Make the ***Caswell Tennis NOW*** website user friendly and a complete guide to the facility:
  - Operating Hours and Court Fees and reservations
  - Programs and program sign up
  - Lessons
  - Special Events (tournaments, mixers)
  - A link to the Caswell Facebook Page
  - A reference to Twitter, which will be used to announce events
  - A tennis blog with tips and timely information
  - A “find a partner” service
  - Increase signage and information about operating hours and programs in an exterior bulletin board in a locked display case.
  - Hold an Open House within a month of new management and provide
    - Food, beverages,
    - Tour of facilities and website
    - Meet the pros and staff
    - Free cardio clinic during the Open House
    - Raffle free tennis lesson and equipment
- Refresh and Renew the facility
  - Redesign Pro Shop interior to better utilize space
  - A video display screen on the front desk will be used to facilitate sales and programming; it will also stream website and marketing information.
  - Add banners to exterior light poles to draw attention to Caswell (an artist rendering of banner is shown on Exhibit C).
  - Repaint and redecorate Pro Shop with tennis-themed art; add new furniture, and a large flat screen TV.
  - Add a community news bulletin board for both staff and customers to exchange information.
  - Repurpose stadium deck as a welcoming lounge space with patio furniture and container gardens.
  - Replace/refresh landscaping.
- Contact local media and seek a story on the history and future of Caswell.

#### **2. Enhanced and Expanded Programming**

- Increase availability of clinics for beginner and intermediate player including “early bird,” and weekend clinics.
- Offer promotional rate or free court time to first-time Caswell customers.
- Introduce an “early bird” cardio clinic for the before work crowd.

- Prepare fliers and ask USTA Team captains, CATA and ATLA officers/board to distribute in person or via email to their members.
- **Match Play 101** a popular and effective program aimed at introducing novice level players to match play will be offered (see attached flyer).
- A Junior Program aimed at “Quick Start” National Junior Tennis players who can get their early training and fundamentals at Caswell. The focus would be on younger players with multiple clinics offered for varying ability levels. Summer camps will be offered as well.
- A partnership with ACC is being explored to offer tennis lessons and play during afternoon when the courts are widely available.
- Provide partner matching service to clinic participants to encourage more informal play
- Mini-USTA prep camp on Sunday afternoons in the few weeks prior to the Fall and Spring Season is being discussed with USTA captains to determined demand.

The **Caswell Tennis NOW** logo will be featured on the website, print advertising, banners and in suitable places throughout the building and grounds:





## **CASWELL'S "MATCHPLAY" ROUND ROBIN IS BACK & BETTER THAN EVER!**

Matchplay provides players with an opportunity to meet men & women within Austin's Tennis Community. It can also be a great way to prepare for Tournaments, USTA, ATL & local Ladder competition. Our Round Robin is held on 2<sup>ND</sup> & 4<sup>TH</sup> SUNDAYS of EVERY MONTH @ CASWELL.

### **EARLY & MID-MORNING SESSIONS AVAILABLE – BASED ON YOUR CURRENT LEVEL**

**8:30 – 10 AM is geared toward 3.0 - 3.5 Level Players**

**10 – 11:30 AM is for Advanced Novice – 3.0 Level Players**

**BE SURE TO SIGN UP FOR YOUR LEVEL OR YOU MAY BE ASKED TO SWITCH SESSIONS.**

**If you'd like input on which time is appropriate, contact Coordinators Andy or Karen Swortfiguer.**

Round Robin format is used and includes 3 Rounds of Doubles / Mixed Doubles - each approximately 25 minutes long. Depending on # of participants, those willing & able may be asked to play an occasional singles match.

Sign up is on bi-weekly basis, so you won't have to commit to entire series. The cost is \$10 per person, per time and includes balls + court fees. This is supervised play with roaming pro to offer assistance when needed.

### **FOR MORE INFORMATION OR TO SIGN-UP**

**Please call/text or email Matchplay Program Coordinators, Andy & /or Karen Swortfiguer.**

**[andyswortfiguer@austin.rr.com](mailto:andyswortfiguer@austin.rr.com)**

**Andy's Cell: (512) 217-4370 or Karen's Cell: (512) 423-0515.**

**HOPE TO SEE Y'ALL OUT ON THE COURTS!**

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***Exhibit F – CASWELL CUSTOMER SERVICE DOCUMENTS***

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**CASWELL CARES: CUSTOMER BILL OF RIGHTS**

The customer is always entitled to prompt, courteous consideration of any complaint and a quick resolution to all legitimate concerns.

1. Customers are entitled to friendly and efficient service.
2. Customers are entitled to a clean, safe, well-managed site.
3. All complaints, comments and concerns will be courteously accepted by any Caswell employee at any time the center is open.
4. Comment forms and a submission box will be available at all times.
5. Complaints, comments and concerns may also be submitted 24 hours per day, 7 days per week on ***Caswell Tennis NOW***.
6. All complaints, regardless of how received, will be responded to by management staff within 24 hours of receipt.
7. Any request to escalate a complaint to the Pro Manager will be honored the same day made.
8. Any facility or building and grounds complaints will be immediately escalated to the Pro Manager and reported to the City of Austin Contract Manager.
9. All employees shall honor the City of Austin Non-Discrimination Policy: City of Austin Code Section 5-4-2.
10. A record of all complaints and their disposition will be maintained for a minimum of **6 months**.
11. All employees are required to participate in initial and annual customer service training and sign a form acknowledging their commitment to comply.

**CASWELL CUSTOMER COMPLAINT PROCEDURE**

1. Customers may offer complaints or comments in writing, in person or on ***Caswell Tennis NOW at any time.***
2. Staff will cordially accept written or verbal complaints, thank the customer for their input and resolve the issue immediately, if amenable to quick resolution (e.g.: restock the cooler with ice) or commit to a response within 24 hours if not amenable to immediate resolution (e.g.: ripped wind screen requiring replacement).
3. All complaints are to be logged in the Complaint Log when received; customer name and phone number are to be recorded.
4. For all issues not amenable to immediate resolution, a follow up with customer within 24 hours of complaints to discuss plans for resolution and another call to report the resolution will be made.
5. Upon request, a Complaint will be escalated to the Pro Manager ***the same day*** received.
6. The Pro Manager will consult with the Contract Manager on all complaints beyond the control of the Pro Manager.
7. Every complaint and its disposition shall be recorded in the Complaint Log.



# Caswell Customer Service Training

TTC Customer Service Guidelines

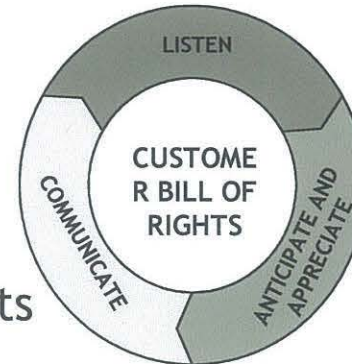
# Contents

- ▶ Overall Philosophy
- ▶ How to Deliver Great Customer Service
  - ▶ Listen
  - ▶ Anticipate and Appreciate
  - ▶ Communicate
- ▶ Honoring the Customer Bill of Rights
- ▶ Working Together as a Team
- ▶ Questions/Discussion
- ▶ Employee Completion of Training Form



# Overall Philosophy

- ▶ Maintain a Positive Attitude
- ▶ Listen
- ▶ Anticipate and Act
- ▶ Communicate
- ▶ Honor the Customer Bill of Rights



*We will continually improve our customer service. It's the most important part of your job.*

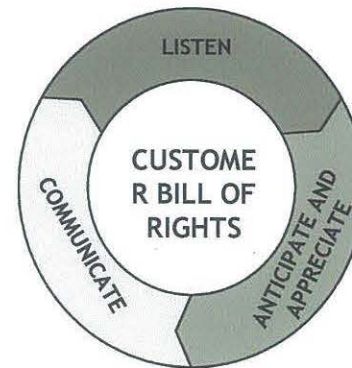
# Attitude Counts

- We are in business to serve customers, and we can only do that if we truly care.
- We show that we care with a positive attitude: a smile and a “I can help you with that” approach.
- Never forget that the customer pays our salary and makes our jobs possible.



# Listen

- ▶ Be A Good Listener
- ▶ No Multi-Tasking





# Be A Good Listener

- Take the time to identify customer needs by asking questions and concentrating on what the customer is really saying.
- Listen for more than words; notice tone of voice, body language, and most importantly, how a customer feels is important.
- Beware of making assumptions - thinking you intuitively know what the customer wants.

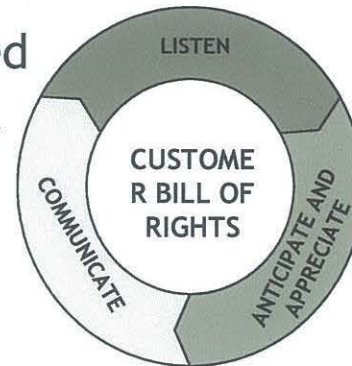
# No Multi-Tasking!

- Effective listening and undivided attention are particularly important in the Pro Shop where there is a great danger of preoccupation - looking around to see what other things you need to get done: a racquet to string, a phone to answer, the cooler to refill.
- When a customer is present their needs come first - no multitasking and no making the customer wait.
- The customer in front of you comes first; if a call comes in, put the caller on hold and complete the service to the customer in the Pro Shop first.



# Anticipate and Appreciate

- ▶ Anticipate their needs
- ▶ Make customers feel appreciated
- ▶ Help customers understand why



# Anticipate Customer Needs

- Customers don't want just products or services. They want good feelings and solutions to problems.
- It is about their entire experience at Caswell.
- The more we know about our customers, the better we become at anticipating their needs.
- Communicate regularly—ask questions! so that we can learn about issues or upcoming needs.



# Make Customers Feel Appreciated

- Make customers feel important and appreciated.
- Treat them as individuals. Always use their name and find ways to engage them.
- People value sincerity. It creates good feeling and trust. Think about ways to generate good feelings about doing business with us.
- Customers are very sensitive and know whether or not we really care about them.
- Thank the customer every time you get a chance.
- Treat them like you expect to be treated when you are a customer.



# Customers Need to Know Why

- Help customers understand our systems and policies; not just what, but why.
- We may think we have the world's best systems for getting things done, but if customers don't understand them, they can get confused, impatient and angry.
- Take time to explain how our systems work and how they simplify transactions.
- Be careful that our systems don't reduce the human element.

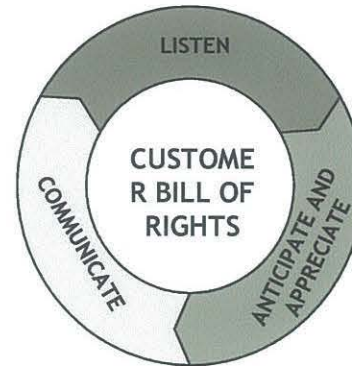
# Give More Than Expected

- Give more than expected. Since the future of all companies lies in keeping customers happy, think of ways to elevate Caswell.
- Consider the following:
  - What can we give our customers that they cannot get elsewhere?
  - What can we do to follow-up and thank customers even when they don't buy anything?
  - What can we give customers that is totally unexpected?



# Communicate

- ▶ Power of Yes
- ▶ Presentation Matters
- ▶ Know How to Apologize
- ▶ Encourage Feedback



# The Power of Yes

- Appreciate the power of Yes!
- Always look for ways to help our customers. When they have a request (as long as it is reasonable) tell them that we can do it; find a way to make it happen.
- Look for ways to make doing business with us easy.
- Always follow through: do what you say you are going to do.



# Presentation Matters

- Be sure that your body language conveys sincerity. Your words and actions should be consistent.
- Crossed arms and lack of eye contact tell customers they are not welcome.
- So smile, look them in the eyes and keep your posture positive.



# Know How to Apologize

- When something goes wrong, admit it and apologize. It's easy and customers like it.
- The customer may not always be right, but the customer must always come first.
- Deal with problems immediately and let customers know what you have done.
- Make it simple for customers to complain. Value their complaints. As much as we dislike it, it gives us an opportunity to improve.
- Even if customers are having a bad day, go out of your way to make them feel comfortable.

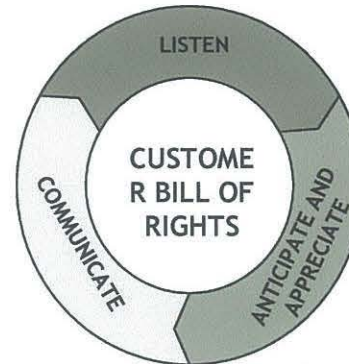
# Encourage Customer Feedback

- We need and encourage regular feedback.
- Listen carefully to what customers say; we must invite constructive criticism, comments and suggestions so we know how to improve.
- Check back regularly with a customer to see how things are going.
- Provide customers with periodic surveys and encourage use of our Customer Complaint Process.



# Honoring our Customer Bill of Rights

- ▶ Acknowledge the rights of our customers
- ▶ Critical for our team to know the details and ensure that customers are always treated fairly



# Caswell Cares: Customer Bill of Rights

The customer is always entitled to prompt, courteous consideration of any complaint and a quick resolution to all legitimate concerns.

1. Customers are entitled to friendly and efficient service.
2. Customers are entitled to a clean, safe, well-managed site.
3. All complaints, comments and concerns will be courteously accepted by any Caswell employee at any time the center is open.
4. Comment forms and a submission box will be available at all times.
5. Complaints, comments and concerns may also be submitted 24 hours per day, 7 days per week on the Caswell website.
6. All complaints, regardless of how received, will be responded to by management staff within 24 hours of receipt.



# Caswell Cares: Customer Bill of Rights Continued

7. Any request to escalate a complaint to the Pro Manager will be honored the same day made.
8. Any facility or building and grounds complaints will be immediately escalated to the Pro Manager and reported to the City of Austin Contract Manager.
9. We will all honor the City of Austin Non-Discrimination Policy: City of Austin Code Section 5-4-2.
10. A record of all complaints and their disposition will be maintained for 6 months.
11. All employees are required to participate in initial and annual customer service training and sign a form acknowledging their commitment to comply.



# Working Together as a Team

- We must treat one another as equals.
- Everyone on our team needs a regular dose of appreciation.
- We will treat one another with respect and trust and as a result, we will have a higher regard for customers.
- Appreciation starts at the top. Treating customers and one another well is equally important.

# Questions/Discussion

- ▶ Talk about good and bad examples
- ▶ Talk about how we continually improve our customer service



# Employee Agreement to Customer Bill of Rights

I have completed the Caswell/TTC customer service training program and I am committed to complying with the Customer Bill of Rights.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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***Exhibit G – BUDGET FORECAST***

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Attached is a conservative three year forecast based on known expenses (primarily salaries and contractor expenses) and educated projections of other expenses and revenues. Although profits in year 1 are marginal, TTC expects to grow the business through its fresh, clean approach, dynamic programs and the marketing and customer satisfaction capabilities of the ***Caswell Tennis Now*** website. Given the significant investment that TTC has outlined in this Proposal, clearly we believe we can make Caswell a tremendous success for the City, TTC and its customers.

REVENUES	YEAR 1	YEAR 2	YEAR 3
MANAGEMENT FEE	24,000	24,000	24,000
COURT FEES	80,000	98,500	106,500
PRO SHOP REVENUES			
shoes	5,000	6,350	7,200
racquets	12,150	15,250	17,750
accessories	2,750	3,325	3,800
balls	8,600	10,675	12,500
SERVICES			
stringing	14,000	17,550	20,000
re-gripping	4,500	5,900	6,700
Ball machine rental	6,500	8,600	9,950
Snacks	4,500	5,375	6,150
Lesson/clinics	182,400	215,100	245,000
Tournaments	4,000	4,500	5,000
TOTAL REVENUE	348,400	415,125	471,350

COSTS-GOODS SOLD	YEAR 1	YEAR 2	YEAR 3
CITY COURT FEES	72,500	83,500	91,500
PRO SHOP			
shoes	2,700	3,493	3,960
racquets	9,355	11,750	13,675
balls	6,900	8,550	10,200
accessories	2,050	2,425	2,775
SERVICES			
stringing	5,600	7,025	8,200
re-gripping	3,550	4,650	5,300
Ball machine	500	650	750
Snacks	2,800	3,350	3,825
Lesson/clinics	155,000	183,000	208,250
Tournaments	2,800	3,150	3,500
TOTAL COSTS	263,805	311,543	351,935
GROSS PROFITS	89,236	95,491	119,415



EXPENSES	YEAR 1	YEAR 2	YEAR 3
SALARIES			
Pro Manager	18,000	21,000	21,000
Business Manager	16,000	16,000	18,000
Pro Shop Staff	26,400	30,500	31,500
Payroll Tax	4,641	5,091	5,419
MARKETING/CABLE/PHONE	6,000	5,500	5,000
INSURANCE			
medical	4,275	4,275	4,275
Workers comp	2,940	3,200	3,200
General liability	4,200	4,500	4,500
CONTRACTORS			
Janitor	1,800	2,000	2,100
Accountant	3,000	2,750	2,500
OFFICE EXPENSE	500	500	600
MISCELLANEOUS	900	1,000	1,000
TOTAL EXPENSE	88,656	96,316	98,994
NET INCOME	580	7,266	20,421



## Operating Policies For Municipal Tennis Centers (Reviewed 9-18-14)

### Statement of Purpose

The purpose of the municipal tennis centers is to offer year round tennis play and supervised tennis activities to the community through comprehensive year round programs for all ages. It is our intention to provide the best customer service possible and make the tennis experience at our facilities **FUN**.

### Operation of the Municipal Tennis Centers

Each tennis center will be operated by an independent contractor, Pro Manager, under the contract provisions as stated by the Parks and Recreation Department of the City of Austin. All City ordinances and Parks and Recreation Department policies will pertain to spectators, participants and staff of the tennis centers in the centers or on the premises (outside area).

The Pro Manager will provide sufficient supervision and staff for the operation of the center and the Pro-Manager will be subject to the policies as set forth in the contracts with the Parks and Recreation Department.

The Pro Managers are asked to **maximize court usage during prime-time hours** to fill unplayable gaps. This allows more participants to be able to use the facilities. The Pro Manager will also be responsible for establishing and displaying their program and lesson refund policies. Any refunds in regards to court fees need to be addressed with the Contract Manager of the Parks and Recreation Department.

### Court Reservation Sheets

Courts reservation sheets must be kept for a period of one year. These must be provided upon request from Contract Manager.

### Hours of Operation

#### Caswell, Pharr, South Austin Tennis Centers and Austin Tennis Center

March 15th – October 15th	8:30 A.M. – 10:00 P.M. (7 Days a Week)
October 16th – March 14th	9:00 A.M. – 9:00 P.M. (7 Days a Week)

#### Austin High Tennis Center

Starting 9/1/2014 the Austin High Tennis Center has been converted to a FREE play facility.

Free open court hours:

School Year -	Monday – Friday	5:30 pm – 10:00 pm
	Saturday – Sunday	7:00 am – 10:00 pm
Summer Months -	Seven days a week	7:00 am – 10:00 pm

Courts are available on a first come first serve bases (Please limit play to one (1) hour when others are waiting) No private or group tennis lessons are allowed at any time nor is skateboards, roller blades, bicycles, scooters and other similar items on tennis courts. The lights are available 5 pm – 10:00 pm daily and are controlled by timers located on courts. Please Note – For a fee, courts may be reserved for league and tournament play. For more information on court usage at this facility please call 512-974-3921.

Exact hours of operation will be posted at each tennis center. Pro Manager may close earlier if there are no more reservations to reduce electricity cost.

\*\*\*Holidays may have adjusted schedules. Any change in hours will be posted at the centers 2 weeks in advance and will need to be approved by the Contract Manager with PARD.

**The City of Austin has a 10:00 p.m. curfew on all park facilities.**

## **Bad Weather Closing**

The tennis centers may close during or in the event of inclement weather. The Pro-Manager should have a recorded message explaining the reason for closure to callers. Pro Managers will also need to call or email the PARD Golf and Tennis Office with this information.

## **Court Fees (All fees subject to City Council approval)**

Non-Prime Time - Fees are for 1 ½ hour for singles and 2 hours for doubles

Adults - \$2.75 per person

Juniors - \$1.50 per person (18 & under)

Seniors - \$2.50 per person (62 & over)

Prime Time / Holidays - Fees are for 1 ½ hour for singles and 2 hours for doubles

\$4.00 per person – No distinction of age.

(Prime Time & Holidays are defined below)

An Alternate fee may be used during Prime Time when normal time frames cannot be reserved, such as 1 hour from 9 to 10 p.m. or a half hour gap between reservations.

1 hour \$3.00 per person

Quick Start Court Fees – 36' courts only

Juniors or Adults - \$2.75 per court per hour (Anytime)

Lesson Court Fees – Per Court Per Hour

Juniors - \$2.00 (Anytime)

Adults - \$3.00 (Non-Primetime)

Adults - \$4.00 (Primetime)

Quick Start 36' courts - \$1.00 (Anytime)

## **Shower Facilities**

Although the bathrooms may be used by the general public the shower facilities are reserved for the patrons that pay a court fee for court usage.

## **Non-Prime Time Card (All fees subject to City Council approval)**

Cards are valid for calendar year January 1<sup>st</sup> – December 31<sup>st</sup> and only good during “Non-prime time.” Payment is due in full at time of purchase.

\$200 Senior Card

\$300 Adult Card

\$50 Junior Summer Card (Valid June 1<sup>st</sup> – August 31)

Non-Prime Time Card purchases will be pro-rated according to the following schedule.

Cards purchased prior to May 1st will pay the full fee.

Cards purchased between May 1st and August 31st will pay 75% of the full fee.

Cards purchased after September 1st will pay 50% of the full fee.

**Tournament and League Fees - The City of Austin has a 10:00 p.m. curfew on all park facilities (All fees subject to City Council approval)**

Open tournament

\$2.50 per court per hour

Closed tournaments

\$4.00 per court per hour (\$48.00 minimum)

Quick Start Tournament or League

\$1.00 per court per hour – 36' Courts Only

\$2.50 per court per hour – 60' Blended Line Courts

Open Leagues (CATA, USTA, WTTA, AWTA)

\$4.00 per court per hour

Closed Leagues

They will pay the regular court fee rate for that time of day. Example: Prime Time rate of \$4 per person or \$2.50 per person for Non-Prime Time

**Payment of Court Fees**

- Payment of court fees will be made prior to using the court
- All participants must sign-in with pro shop
- Court fees are payment for the use of a court for the standard reservation period.
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard use is free.

**Rain Checks**

Rain checks can be issued for court fees where players have not been able to play 50% of reserved court time due to inclement weather and is only good at the center where issued.

**Reservations for Regular Play**

- Reservations are for tennis play only
- Reservations can be made by phone or in person no more than 2 days in advance of the day at Caswell, Pharr, South Austin Tennis Center and Austin Tennis Centers. Reservations may be made **3 days** in advance at Austin High Tennis Center.
- Only one prime time reservation may be made per phone call, unless making reservations on multiple days. (Example: On Monday a player calls and reserves a court on Wednesday, using the 2 day in advance rule. If there are courts available they may reserve a court on Monday or Tuesday.)
- Maximum reserved time is 1 ½ hour for singles or 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time.
- Pro Managers are asked to maximize court usage during prime-time hours to fill unplayable gaps. This allows more participants to be able to use the facilities.



- Players must pay another court fee if they are playing again on a reservation (Example: Player plays a singles match and then is involved in a doubles or singles match later that day or evening. Player will need to pay two court fees.)
- Reservations will be accepted on the hour or the half-hour only.
- Reservations may be forfeited if not claimed within 15 minutes of reserved time.
- Reservations will be taken only during regular hours of operation and will be alternated between phone calls and on site reservation walk-ups.
- When only one person uses a court, it will be for one hour only and the charge will be \$3.00 for Non-Prime time and \$5.00 for Prime Time.
- Failure to cancel a court reservation may result in the loss of the privilege of advance reservations.
- Reservation for annual cardholders must end by prime time or they will pay prime time rates.
- If **ANY** part of the reservation extends past 6:00 p.m. Monday – Thursday or starts before 6 p.m. on Saturday and Sunday, **Prime time rates will apply.**
- Continued abuse of reservation policies will result in advance payment for advance reservations. Pro Manager must provide the citizen and the Parks and Recreation Department Golf and Tennis Office a written warning on “Reservation Abuse.” Any further infractions will result in advance payment for reservations. The Golf and Tennis Office will notify citizen.

## **Tournament Policies**

- Tennis Centers can be used for non-profit organizations for tournaments. Individuals running tournaments for profit will not be allowed. (Tennis Pro Managers are exempt.)
- Each tournament must provide a number where participants can call for match times and locations. Centers may give out tournament information if arrangements are made with the Pro Manager of the center.
- Court usage should be coordinated with the Pro Manager 4 days prior to event.
- Match times are to be scheduled to allow reasonable time for completion by scheduled closing times.

## **Tournament Reservations**

### **Closed Tournaments**

Request approval at the facility 30 days prior to the event.

All requests are subject to court availability and approval of the Pro Manager at the facility.

Fees are to be paid 3 days before the event. More or less courts can be requested at this time. Failure to pay 3 days in advance may lead to the cancellation of the tournament and may result in the privilege of reserving future events. (Example of a Closed Tournament – Dell Corporate Event. Only open to employees of Dell)

### **Open Tournaments**

Same procedure as with “Closed Tournaments,” except payment is to be paid one week of the invoiced date. (Example of an Open Tournament – CATA. Open to everyone that wants to enter. Memberships may be required but may be purchased at time of entry. OR – Having a slightly high fee for non-members for entry)

## **Leagues**

### **Closed Leagues**

Leagues that are closed to the general public are considered “Closed.”

- Closed league request that use two to four courts may do so by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- The league must provide a roster with phone numbers of all persons participation (including the responsible person for any problems that may arise)
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league. **(Four (4) week minimum – six (6) week maximum)**
- The Pro Manager of the Center has the right to change league times in order to maximize the use of the courts.
- Make-ups due to inclement weather will be added to the end of the league.
- If the Center is open for business and the players choose not to play, there are **NO** refunds or make-ups given.
- During cold weather, the Centers will use the “Wind Chill” factor of 35 degrees or below in canceling any leagues or activities.

#### **Open Leagues**

- Are those that are open to the general public (Such as Austin Tennis League, C.A.T.A. sponsored leagues, W.T.T.A. and A.W.T.A. leagues).
- League request made by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league.
- At the start of every league match, the captain must sign in at the pro shop to get court assignment.
- A team may schedule a practice on 2 courts, 3 days in advance at all Centers with full payment paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO refunds will be given for no-shows.
- Courts may be given away for open play if not claimed within 15 minutes of reservation.
- League matches **SHALL** be complete in the reserved time. Matches not completed during the allotted time may continue if there is an unreserved court still available. If there is another scheduled match or a court reservation after a league, then the reservation or match takes precedent.

#### **Open League Rain-out Policy**

##### **Prime-time Policy**

- Prime-time league matches may be rescheduled on Friday evening, Saturday or Sunday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds will be given for no-shows.**

Non-Prime-time Policy

- Non Prime-time Leagues may be rescheduled on any weekday before 5 p.m., Monday – Thursday and all day Friday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match during Prime-Time on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

**Lessons**

Each Pro Manager is responsible for the provision of tennis lessons at their Tennis Centers. Length of instruction, group and individual fee structures and availability of lessons will be determined by the Pro Manager based on demand by the public.

**Lesson Courts**

- The Pro Manager shall be permitted to give instruction only on their contracted facility.
- Pro Manager may use no more than one half (1/2) of the courts be used for private or group instruction between 6 – 10 p.m., without the written permission of the Contract Manager of the Parks and Recreation Department. Lesson court usage before 6 p.m. may be increased provided courts are available through slow general public usage. This will be monitored and adjusted if necessary.
- Organized leagues are not considered part of the “lesson courts.”
- Pro Manager must release lesson courts to the general public by **noon** of that day if no lesson is booked. If they are not released, Pro Manager is responsible for paying court fees on all unreleased courts.
- Court fees are required at Austin High during scheduled open hours.
- Austin Tennis Center lesson courts are subject to the scheduled use agreement with AISD. (see below)

**Non-Prime Time Card Policy**

- Non-Prime Time cards will be honored during non-prime time hours at all Tennis Centers.
- Non-Prime time is defined as:
  - ✓ Opening until 6:00 p.m. Monday – Thursday.
  - ✓ All Day on Friday
  - ✓ Saturday and Sunday evenings after 6:00 p.m.
- Non-Prime time cards are NOT valid for leagues or lessons.
- Full payment is due at time of purchase.
- All cards expire on December 31<sup>st</sup> of the year purchased.
- Refunds will be granted only for:
  - Health – Player must provide verification by a physician.
  - Moving from the Austin Metro (outside of 50 mile radius)
  - Pro-rated refunds as follows:
    - During first four months – 50%
    - 2<sup>nd</sup> four months – 25%
    - Last four months – No refund will be given
- All refunds will be processed through the City of Austin Parks and Recreation Department.
- No refunds will be made at the Tennis Centers.

### **Prime Time Policy (Including City of Austin Holidays)**

Prime time is defined as follows – Any part of a reservation that extends past 6:00 p.m. Monday – Thursday; Saturday and Sunday after 6:00 p.m.; All day on City of Austin’s Holidays (New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday & Christmas Eve) The tennis centers will be closed for Christmas Day.

### **A.I.S.D. - High School Request**

Request for tournaments and school matches will be made in writing before September 15<sup>th</sup> each year to the Manager of Golf and Tennis. There are no court fee charges for AISD tournaments or matches.

### **A.I.S.D. – Middle School Request**

Courts are scheduled upon availability and Junior Court Fees are charged - \$2.00 per court per hour. (Except at ATC)

### **A.I.S.D. – Scheduled Use Agreement for Austin Tennis Center (ATC)**

- Exclusive use of five (5) tennis courts for District Middle School tennis practice and instruction Monday through Friday, 4:00 p.m. – 6:00 p.m., beginning the first Monday in March and ending the first Monday in May.
- Exclusive use of eight (8) tennis courts from 4:30 p.m. – 8:30 p.m. for the following District High School tennis events.
  - Fall Dual Matches each Wednesday beginning the first Wednesday in August and ending the last Wednesday in October.
  - Spring Dual Matches each Wednesday beginning the first Wednesday in January and ending the last Wednesday in March.
  - Fall AAAA District Meet (3 days only) during either the 2<sup>nd</sup> or 3<sup>rd</sup> week of October
  - Spring AAAA District Meet (3 days only) during either the 1<sup>st</sup> or 2<sup>nd</sup> week of April.

The District (AISD) will notify the City of the specific days and weeks in October and April that the Fall and Spring AAAA District Meets will be held as soon as such meets are scheduled each year.

### **College/University Court Usage**

Courts are scheduled upon availability and Adult Court Fees are charged - \$3.50 per court per hour (Non-prime time only)

### **General Policies**

- Ø Participants, visitors and spectators use the Tennis Centers at their own risk.
- Ø Shower facilities are for paying patrons only
- Ø Participants, visitors and spectators are expected to behave in an acceptable manner.
- Ø Pro Managers have exclusive teaching rights at the Tennis Centers. Participants may offer instruction to family and friends but if this is abused or gives an appearance of a paid lesson, participant will be



asked to leave the facility and no refunds will be given. Notification of this will be given to the Contract Manager with the City of Austin Parks Department.

- Ø Discipline problems or those who exhibit disruptive behavior, whether participant or spectator, will be asked to leave the premises.
- Ø Alcoholic beverages will not be permitted to be sold at the Tennis Centers at any time.
- Ø If alcohol is provided free for an event, permission must be given by the Austin Parks and Recreation Department and must conform to the regulations of the Texas Alcoholic Beverage Commission. The City of Austin takes no responsibility whatsoever for violations committed by any party.
- Ø Proper tennis shoes must be worn at all times.
- Ø Wheelchair players must have sports tires on chairs.
- Ø Proper tennis etiquette should be observed when using the facility.
- Ø All cell phones and pagers should be in silent mode if they are disturbing other players.
- Ø Place all litter in containers prior to leaving courts.
- Ø Damage to courts or court equipment of the center is a violation of City ordinance and players may be liable.
- Ø Shoes and shirts must be worn in pro shops.
- Ø Neither the City nor the Pro Manager is responsible for items left at Tennis Centers.
- Ø Children eight (8) and under must have direct supervision.
- Ø Pets must be well behaved and on a lease or players will be asked to leave and no refund will be given.

\*\*\*NOTICE – These Operating Policies will be reviewed on an annual bases and any changes will become a part of the Contractors contract.



The City of Austin is committed to compliance with the Americans with Disabilities Act. If you require special assistance for participation in our programs or for use of our facilities, please call (insert phone number).



MA 8600 NA150000070

2013 FORM S-0011

INCIDENT REPORT

**This report must be submitted to your Supervisor and a copy to the Parks and Recreation Department Safety Officer within 24 hours after the incident. In case of a serious incident, call your supervisor immediately. When in doubt, always call.**

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm Site: \_\_\_\_\_

Where did the incident occur? (building name, room, park area, street address, etc.) BE SPECIFIC!

\_\_\_\_\_

Person(s) Involved: \_\_\_\_\_

1. Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Describe the Incident - Include how the person(s) involved described the incident. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate the action taken and by whom. If needed, use the other side of the report form to continue.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witnesses**

1. Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**MA 8600 NA150000070**

3.Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employee Completing Report (print name): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Name (print name): \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Follow-up action: \_\_\_\_\_

\_\_\_\_\_



MA 8600 NA15

2013 FORM S-0012  
PARTICIPANT INJURY REPORT

Participant Injury Report # \_\_\_\_\_

This report must be submitted to your supervisor and a copy to the PARD Safety Officer within 24 hours after the injury. In case of a serious injury, call your supervisor immediately. When in doubt, always call your supervisor.

Date of Injury: \_\_\_\_\_ Time: am/pm \_\_\_\_\_ Day: ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ S ☐ Su Site: \_\_\_\_\_

Location where injury occurred? (building name, room, park area, pool area, street address, etc.) BE SPECIFIC: \_\_\_\_\_

Name of injured person: \_\_\_\_\_ Phone: \_\_\_\_\_ Age: \_\_\_\_\_

Race: ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other

Sex: ☐ M ☐ F

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Injury: ☐ Minor ☐ Major ☐ N/A (If Major is selected, complete page 2)

Describe injury (give detailed information of injury and what led to it) \_\_\_\_\_

Type of First Aid Given: \_\_\_\_\_

Causal Factor: Fell/Horseplay ☐ Medical Emergency ☐ Intoxicated ☐ Other \_\_\_\_\_

Status of Injured person: ☐ Conscious ☐ Unconscious ☐ Shock ☐ Other \_\_\_\_\_

Emergency Action Plan Activated: ☐ Yes ☐ No Number of Victim(s): ☐ 1 ☐ 2 ☐ 3 ☐ Other \_\_\_\_\_

Employee Hurt: ☐ Yes ☐ No

Blood Present: ☐ Yes ☐ No

Gloves Used: ☐ Yes ☐ No

EMS Needed: ☐ Yes ☐ No (If YES is selected, complete below)

Witness Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Employee: \_\_\_\_\_ Signature: \_\_\_\_\_

Assisting Employee: \_\_\_\_\_ Signature: \_\_\_\_\_



**MA 8600 NA150000070**

Supervisor: \_\_\_\_\_ Signature: \_\_\_\_\_

EMS Called: ☐ Yes ☐ No

EMS Actions: ☐ Treated on site and released ☐ Transported ☐ Other \_\_\_\_\_

Who offered to call EMS: \_\_\_\_\_

Employee Name

If EMS call is refused, party refusing EMS call: \_\_\_\_\_

Signature of Party or Parent/guardian if under 18

How did Party leave the facility: ☐ Relative/Friend ☐ EMS ☐ Self

Follow-up protocol: ☐ Released ☐ First Aid ☐ Transferred off-site ☐ Other \_\_\_\_\_

Additional follow-up information (if needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Witnesses:

Witness Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

---

**PARD SAFETY OFFICE INFORMATION ONLY**

Entered into data base by: \_\_\_\_\_ Date: \_\_\_\_\_

Was this injury preventable: ☐ Yes ☐ No

Safety Officer: \_\_\_\_\_

Comments: (investigative report)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Program Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Corrective measures implemented: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_



**Criminal Background Investigation:  
Notification and Disclosure form for CBI-Sensitive Positions**

**NOTIFICATION & DISCLOSURE**

- § You are applying for, or are currently in a position that requires a criminal background investigation (CBI). The City of Austin will complete a CBI using a crimes list to screen for your eligibility for this position.
- § The City of Austin will review your complete criminal history using records available from the Texas Department of Public Safety.
- § You must pass a CBI to be placed or continue employment in this position.

<b>Department</b>	Austin Parks Department	<b>Work Location</b>	
<b>Class Name/Position Title</b>			
<b>Job Status</b> <i>(check one)</i>	<input type="checkbox"/> Applicant <input type="checkbox"/> Employee <input type="checkbox"/> Contractor		
<b>Full Legal Name</b> <i>(Please print)</i>	<div style="display: flex; justify-content: space-between;"> <span>(First Name)</span> <span>(Middle Name)</span> <span>(Last Name)</span> </div>		
<b>Date of Birth</b> <i>(month, date, year)</i>		<b>Social Security Number</b>	<b>Gender</b> <input type="checkbox"/> Male <input type="checkbox"/> Female
<b>Ethnicity</b> <i>(Optional)</i>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> White/Caucasian  <input type="checkbox"/> Black/African American  <input type="checkbox"/> Hispanic or Latino  <input type="checkbox"/> American Indian/ Alaskan         </div> <div style="width: 50%;"> <input type="checkbox"/> Asian, Not Hispanic or Latino  <input type="checkbox"/> Native Hawaiian or other Pacific Islander, not Hispanic or Latino  <input type="checkbox"/> Two or More Races, not Hispanic or Latino  <input type="checkbox"/> Not disclosed         </div> </div>		
<b>Other Names Used</b> <i>(First Name, Middle Name, and Last Name)</i>	1.		3.
	2.		4.
<b>Have you lived outside the state of <u>Texas</u> in the last 10 years?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> If yes, you will need to be fingerprinted for a state and national criminal background check. You will receive fingerprinting information separately. <input type="checkbox"/> If yes, and you were in the military, please contact the Human Resources Department at 974-3400 for further instructions.	
<b>Have you lived outside the <u>U.S.</u> in the last 10 years?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list other countries.	
<b>ACKNOWLEDGEMENT: Read and sign in agreement:</b> The information I have provided above is true, accurate, and complete.			
<b>Signature</b> _____		<b>Date</b> _____	
<b>Email Address</b> _____		<b>Phone #</b> _____	
<b>COMPLETE SIDE TWO.</b>			

# **APPLICANTS, EMPLOYEES, CONTRACTORS**

**During the last 10 years, as a juvenile (under age 17) or as an adult: (Please exclude traffic offenses.)**

<input type="checkbox"/> yes <input type="checkbox"/> no	Have you been convicted of, pled guilty to or served a period of deferred adjudication for any felony offense?
<input type="checkbox"/> yes <input type="checkbox"/> no	Have you served a period of deferred adjudication for any misdemeanor offense?
<input type="checkbox"/> yes <input type="checkbox"/> no	Have you been convicted of any misdemeanor?
<input type="checkbox"/> yes <input type="checkbox"/> no	Have you ever pled guilty or no contest to any criminal offense?
<input type="checkbox"/> yes <input type="checkbox"/> no	Do you have any pending criminal charges against you?
<input type="checkbox"/> yes <input type="checkbox"/> no	Are you <u>currently</u> on deferred adjudication, deferred prosecution, or pre-trial diversion for any non-traffic offense?
<input type="checkbox"/> yes <input type="checkbox"/> no	Have you ever been on probation?

**If you answered yes to any of the above questions, please provide additional information about each crime:**

Type of Crime	Circle one	Incident Date (month / year)	Location City/State	Name of Court
	Misdemeanor (M) Felony (F)			
	M      F			
	M      F			
	M      F			
	M      F			

**Read and initial each statement below:**

\_\_\_\_\_ The information I have provided in this form is true, accurate, and complete.

\_\_\_\_\_ I understand that giving false or incomplete information is grounds for refusing or terminating placement.

\_\_\_\_\_ I understand that the City of Austin will review my entire criminal history.

\_\_\_\_\_ I understand that a criminal background investigation will be conducted periodically as specified by the CBI addendum for this position without further notice and for the duration of employment in this position.

\_\_\_\_\_ I understand that these reports will be used for employment and work assignment purposes.

\_\_\_\_\_ I understand that this acknowledgment is in effect throughout my employment or contract at the City of Austin.

**Signature**

**Date**

## **For HRD Office Use Only:**

Please Check and Initial each Applicable Space

CCH Report Printed: YES \_\_\_\_\_ NO \_\_\_\_\_ initial \_\_\_\_\_

Purpose of CCH: Employment

Hire \_\_\_\_\_ Not Hired \_\_\_\_\_ initial \_\_\_\_\_

Date Printed: \_\_\_\_\_ initial \_\_\_\_\_

Destroyed Date: \_\_\_\_\_ initial \_\_\_\_\_

**Retain in your files**



MA 8600 NA150000070  
**NCPA - Parks and Recreation Contractors**  
**City of Austin - Human Resources Department**

This document is your **FAST Fingerprint Pass** for a national criminal history record check. Please schedule a fingerprint appointment by visiting [www.L1enrollment.com](http://www.L1enrollment.com) or by calling 1-888-467-2080. The City of Austin Human Resources will pay for the fingerprinting using billing account # [TX922030Z](#).

1. Logon to [www.L1enrollment.com](http://www.L1enrollment.com)
2. Select: **Texas**
3. Select: **Online Scheduling**
4. Select: **English or Espanol**
5. Enter: **First and Last Name**
6. Select: **NCPA**
7. Select: **Employee/Contractor**
8. Enter Organization ID: **19828**
9. Follow the prompts to enter requested information.
10. Bring this completed form with you to your appointment.

---

**Section One: Qualified Entity Information**

Organization ID: [19828](#)

Original TCN: \_\_\_\_\_  
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: City of Austin – Human Resources – Parks and Recreation Department

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**Section Two: Applicant Name (To be completed by applicant)**

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  
(Please print) (Please print) (Please print)

---

**Section Three: Waiver Information (To be completed and signed by applicant)**

I am a current or prospective: ☒ Employee/Contractor/Vendor or ☐ Volunteer.

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Section Four: Service Center Information (To be completed by FAST Enrollment Officer)**

Date Prints Taken \_\_\_\_\_ Amount Charged For Service: **\_\$41.45 to be billed to agency's account\_**

Paid by: ☐ Check ☐ Money Order ☐ Visa ☐ MasterCard ☒ Billing Acct: [TX922030Z](#)

TCN: \_\_\_\_\_

☐ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION; I HAVE FINGERPRINTED THE SAME PERSON.

E.O. Name: \_\_\_\_\_ E.O. Signature: \_\_\_\_\_





**MA 8600 NA150000070**  
**NCPA - Parks and Recreation Contractors**  
**City of Austin - Human Resources Department**

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- |  |   |
|--|---|
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| 2. Select: <b>Texas</b>  | 7. Select: <b>Employee/Contractor</b>                       |
| 3. Select: <b>Online Scheduling</b>  | 8. Enter Organization ID: <b>19828</b>                      |
| 4. Select: <b>English or Espanol</b>                                       | 9. Follow the prompts to enter requested information.       |
| 5. Enter: <b>First and Last Name</b>                                       | 10. Bring this completed form with you to your appointment. |

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Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  
 (Please print) (Please print) (Please print)

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TCN: \_\_\_\_\_

☐ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION; I HAVE FINGERPRINTED THE SAME PERSON.

E.O. Name: \_\_\_\_\_ E.O. Signature: \_\_\_\_\_



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Terry Nicholson, Sr. Buyer Specialist

DATE: 11/4/14

SUBJECT: Request for Determination of Goals for Solicitation No. RFP TVN0047

Project Name: Caswell Tennis Center Management Services

Commodity

Code(s): 96115

Estimated Value: Revenue

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This is a turnkey contract to manage and operate the Caswell Tennis Center.

The Departmental Point of Contact is: Pat Rossett at Phone: 512-974-6778

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:


a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons: \_\_\_\_\_

No subcontracting opportunities



Veronica Lara, Director

Date: 11/7/14

cc: Lorena Resendiz